

## General Purchasing Conditions of Essex Furukawa Magnet Wire Germany GmbH

### Section 1 Scope

1. The purchasing conditions (referred to hereinafter as "Purchasing Conditions") of Essex Furukawa Magnet Wire Germany GmbH (referred to hereinafter as "ESSEX FURUKAWA") apply to all business relations with all suppliers of goods and/or services (referred to hereinafter as "Suppliers") of ESSEX FURUKAWA, provided that the Supplier is an entrepreneur in the terms of Section 14 of the German Civil Code (BGB), a legal entity under public law or a special fund under public law. Unless otherwise agreed in writing, the Purchasing Conditions shall also apply, as a framework agreement, to all similar future contracts, without ESSEX FURUKAWA having to refer to the Purchasing Conditions again in the individual case. The version of the Purchasing Conditions valid at the time of the Supplier's order shall be authoritative. The version of the Purchasing Conditions valid at the time of the Supplier's order can be found on ESSEX FURUKAWA's website at [www.essexfurukawa.com](http://www.essexfurukawa.com) and is provided to the Supplier upon request.
2. The Purchasing Conditions apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Supplier shall only become part of the contract if and insofar as ESSEX FURUKAWA has expressly agreed to their validity in writing. This shall also apply if ESSEX FURUKAWA accepts performance without reservation in the knowledge of deviating, conflicting or supplementary general terms and conditions of the Supplier.

### Section 2 Integral Parts of the Contract

1. The following documents in the following order of priority shall be deemed integral parts of the Contract: 1. the written Purchase Order and any possibly enclosed bill of quantities, 2. these Purchasing Conditions, and 3. general regulations applying to the Purchase Order and acknowledged rules of engineering (e.g. DIN).
2. The commercial clauses are interpreted pursuant to the Incoterms 2020.

### Section 3 Offer and Offer Documents

1. ESSEX FURUKAWA is legally bound to its Purchase Order for two weeks.
2. ESSEX FURUKAWA reserves the proprietary rights and copyrights to illustrations, drawings and other documents, which must not be disclosed to third parties without obtaining explicit written consent from ESSEX FURUKAWA. These documents are to be used only for production based on the Purchase Order from ESSEX FURUKAWA; they must be returned unsolicited to ESSEX FURUKAWA after completion of the order. They must be kept secret from third parties.

### Section 4 Prices and Conditions of Payment

1. The price stated in the Purchase Order is binding.

2. Statutory value added tax is not included in the price. It is itemised separately.
3. Payments are due less 3% discount within 14 days or net within 30 days upon receipt of the goods or services and receipt of a proper invoice.
4. Payment dates are basically the 10<sup>th</sup> and 24<sup>th</sup> of each month. If such days will be on a weekend or bank holiday, the payment date will be moved to the next working day.
5. Invoices may only be processed by ESSEX FURUKAWA if they contain the order number in compliance with the details given in the Purchase Order. The Supplier is responsible for all consequences of failure to comply with this requirement, insofar as he cannot prove that he is not responsible accordingly.
6. ESSEX FURUKAWA is entitled to statutory offsetting and withholding rights.
7. Payments made by ESSEX FURUKAWA do not constitute acknowledgement of the invoice.

### Section 5 Performance Terms

1. The performance time stated in the Purchase Order is binding.
2. All deliveries must be made free domicile (DDP).
3. The Supplier is obliged to inform ESSEX FURUKAWA immediately in writing if any circumstances occur or become apparent which will lead to the performance time not being met.
4. ESSEX FURUKAWA is entitled to the statutory claims in the case of delayed performance.

### Section 6 Documents

The Supplier is obliged to ensure that the exact order number indicated by ESSEX FURUKAWA is stated on any and all correspondence and documentation, including, but not limited to, order confirmation, delivery note, shipping documents, certificates and invoices. ESSEX FURUKAWA is not answerable for any delays in processing resulting from failure to do so.

### Section 7 Inspection of Goods and Notification of Defects, Liability of the Supplier

1. ESSEX FURUKAWA is obliged to inspect the goods within an appropriate period.
2. Notifications of defects are deemed to have been issued on time if received by the Supplier within five working days from receipt of the goods or, in the case of hidden defects, within five working days from discovery.
3. ESSEX FURUKAWA's statutory claims on the grounds of defects of goods or services become time-barred within three years from receipt of the goods or services.

### Section 8 Indemnity

Upon first written request, Supplier shall indemnify, defend and hold ESSEX FURUKAWA harmless from and against all claims, damages and expenses (including necessary attorneys' fees and court costs)

resulting from or in connection with (i) any claim for harm, death or economic loss against ESSEX FURUKAWA caused by goods or services sold hereunder, irrespective of the grounds of the claim; and (ii) any claim against ESSEX FURUKAWA alleging that the goods or services infringe any patent, copyright, trademark, trade secret, mask work, or other intellectual property interest in any country. If an injunction is issued against ESSEX FURUKAWA's use, sale, lease, license or distribution of the goods (or, if ESSEX FURUKAWA reasonably believes such an injunction is likely), Supplier shall, at its expense, and as ESSEX FURUKAWA requests, obtain for ESSEX FURUKAWA the right to continue using, selling, leasing, licensing or distributing the goods, or otherwise non-infringing but functionally equivalent goods. There shall be no limitation on ESSEX FURUKAWA's remedies or the type and amount of damages that ESSEX FURUKAWA may seek under this Section.

### Section 9 Data Protection

ESSEX FURUKAWA processes personal data received in relation to or in connection with the business relationship with the Supplier. For more information, please refer to the Privacy Information for Suppliers which can be found on ESSEX FURUKAWA's website at [www.essexfurukawa.com](http://www.essexfurukawa.com).

### Section 10 Compliance

Supplier shall comply with all applicable laws and other legal regulations, in particular as regards employment law, anti-discrimination law, anti-bribery law and environmental law. In addition, Supplier shall comply with ESSEX FURUKAWA's Supplier Code of Conduct which can be found on ESSEX FURUKAWA's website at [www.essexfurukawa.com](http://www.essexfurukawa.com).

### Section 11 Governing Law, Place of Performance and Jurisdiction, Miscellaneous

1. These Purchasing Conditions shall be governed by the laws of Germany excluding its conflicts of laws rules and the UN Convention on Contracts for the International Sale of Goods (CISG).
2. Place of Performance: Location of Purchaser, as designated in the Purchase Order  
Place of jurisdiction: Korbach
3. Should any provision of these Purchasing Conditions be or become invalid, the validity of the remaining provisions of these Purchasing Conditions shall remain unaffected. In such a case, the Supplier shall be obliged to make an individual written agreement with ESSEX FURUKAWA regarding the invalid provision which comes closest to the invalid provision in commercial terms.
4. These Purchasing Conditions may be written in both German and English. In case of any conflict or discrepancy between the contents of the English version and the German version, the German version shall prevail.