

**General Terms and Conditions of Purchase of FUJI EUROPE CORPORATION GmbH**  
(Status June 2024)

**I. General**

1. These General Terms and Conditions of Purchase of FUJI EUROPE CORPORATION GmbH (hereinafter referred to as FUJI) apply exclusively to entrepreneurs, legal entities under public law or special funds under public law.
2. FUJI orders goods or services from Suppliers exclusively on the basis of these General Terms and Conditions of Purchase. They shall also apply to all future orders placed with a Supplier without FUJI having to refer to them again in each individual case.
3. Any general terms and conditions of business of the Supplier that conflict with or deviate from these General Terms and Conditions of Purchase shall not be recognized unless FUJI has expressly agreed to them in writing. These General Terms and Conditions of Purchase shall also apply if FUJI accepts the delivery or service without reservation in the knowledge that the Supplier's terms and conditions conflict with or deviate from these General Terms and Conditions of Purchase. This does not constitute an acknowledgement or consent to deviating terms and conditions.

**II. Order**

1. FUJI's offer to make a purchase/service contract (order) shall only be binding on FUJI if FUJI has submitted it in text form (in writing, by fax or e-mail). Verbal agreements are only binding after confirmation by the FUJI purchasing department and are to be put down in writing by the responsible contact persons of the parties without delay. The same applies to changes and additions to orders.
2. FUJI shall be bound by its order for a period of two weeks from the date of the order, unless otherwise expressly agreed. If the Supplier does not need to change the order with regard to quantity, price or delivery date, FUJI shall generally refrain from sending a written order confirmation. However, at the express request of FUJI, the Supplier is obliged to confirm the order in writing within a period of two weeks or to carry out the order without delay and without reservation.
3. In the case of equipment, a technical description and instructions for use as well as, if required, further documents to enable use shall be supplied free of charge. In the case of software products, the obligation to deliver shall only be fulfilled when the complete (system and user) documentation has also been handed over. In the case of programs specially created for FUJI, the program shall also be delivered in the source format when the program is handed over.

### III. Delivery, delivery time, delay

1. Each delivery shall be provided with a delivery note stating the FUJI order number as well as the description of the contents according to type and quantity.
2. The Supplier shall only be entitled to make partial deliveries/perform partial services with the prior consent of FUJI in text form.
3. The supplier shall be responsible for ensuring that the goods are packed in a manner suitable for transport and loaded in a manner safe for transport. If FUJI has specified a certain packaging in the order, the supplier shall be responsible for compliance with these specifications.
4. The Supplier shall ensure adequate insurance for the transport of the goods and provide FUJI with evidence of the transport insurance upon request.
5. The agreed delivery times for the deliveries and services are binding. If delays are to be expected or have occurred, the Supplier shall notify FUJI immediately in text form.
6. If the Supplier is in delay, FUJI shall be entitled to the legal claims. If the Supplier does not deliver or perform even within a grace period set by FUJI after the due date, FUJI shall further be entitled to withdraw from the contract. FUJI shall also have this right of withdrawal if the Supplier is not responsible for the breach of duty. The additional costs incurred by FUJI due to the delay, in particular due to a therefore necessary procurement of the respective subject matter of the contract elsewhere, shall be charged to the Supplier.
7. FUJI reserves the right to claim an agreed contractual penalty for non-performance (§341 BGB) until final payment.

### IV. Invoices, payments, assignment, set-off

1. Unless otherwise agreed between the parties, the following shall apply: The price stated by FUJI in the order is binding and applies free domicile (DDP destination according to INCOTERMS 2020) to the place stated in the order. The respective place of destination is also the place of performance (obligation to deliver). All additional costs, such as delivery costs, packaging costs, transport insurance costs, are included in the price. The price does not include the statutory value added tax applicable at the time.
2. Invoices must be sent to FUJI by separate mail; they must state the respective order number of FUJI (cf. clause III. 1).
3. Unless otherwise agreed in writing in individual cases, payment shall be made within 14 days less 3% discount or within 30 days net by bank transfer. The payment period shall commence on the date of receipt of the invoice at the invoice address specified by FUJI, but not before receipt of the goods.
4. Payments do not imply any acknowledgement of the delivery or service as being in accordance with the contract. In case of defective or incomplete delivery or service FUJI is

entitled, without prejudice to its other rights, to withhold payments on claims arising from the business relationship to a reasonable extent until proper fulfilment.

5. The assignment of claims against FUJI to third parties is excluded. § Section 354a of the German Commercial Code (HGB) shall remain unaffected.
6. The Supplier can only offset such claims that are undisputed or have been legally established. This shall not apply insofar as the claims are mutual.

#### **V. Import- and export regulations, customs**

1. In the case of deliveries and services from a country outside Germany that is a member of the EU, the EU VAT identification number must be stated.
2. Imported goods shall be delivered duty paid. The Supplier is obliged to provide the declarations and information required within the framework of Regulation (EC) No. 1207 / 2001 at your expense, to permit inspections by the customs authorities and to provide the necessary official confirmations.
3. The Supplier is obliged to inform FUJI free of charge in detail and in writing about any licensing requirements for (re-)exports in accordance with German, European and US export and customs regulations of the respective country of origin of the goods and services.

#### **VI. Safety, environmental protection**

1. Deliveries and services must comply with the statutory provisions, in particular the safety and environmental protection provisions including the Regulation on Hazardous Substances, the Electrical and Electronic Equipment Act (ElektroG) and the safety recommendations of the competent German technical bodies or trade associations, e.g. VDE, VDI, DIN. Relevant certificates, test certificates and verifications shall be supplied free of charge. The Supplier is obliged to comply with the relevant applicable legal regulations of the European Union and the Federal Republic of Germany, e.g. the REACH Regulation (Regulation EC No. 1907/2006), for its deliveries.
2. The Supplier is obliged to determine and comply with the current status of the regulations and laws applicable to the components with regard to substance restrictions. The Supplier is further obliged not to use prohibited substances. Avoidance and hazardous substances according to the applicable laws and directives shall be indicated on the specifications. If applicable, the safety data sheets are to be submitted with the offers and, in the case of the respective first delivery, with the delivery note (at least in German or English language). FUJI must be informed immediately of any violations of substance restrictions and the delivery of prohibited substances.
3. In the case of deliveries and the provision of services, the Supplier alone shall be responsible for compliance with the accident prevention regulations. Any protective

devices required in accordance therewith as well as any instructions of the manufacturer shall be supplied free of charge.

4. If the Supplier provides deliveries or services on the premises of FUJI, it is further obliged to comply with FUJI's instructions on safety, environmental protection and fire protection for third parties in the respective valid version. FUJI shall make these available to the Supplier upon request.

#### **VII. Transfer of risk, acceptance, ownership rights**

1. Unless otherwise agreed, the risk shall pass to FUJI upon receipt at the delivery address specified by FUJI (DDP destination according to INCOTERMS 2020). If in individual cases the installation or assembly is contractually owed in addition to the delivery, the risk shall pass to FUJI upon successful completion of our acceptance. Formal acceptance shall be deemed to have been agreed; commissioning or use shall not replace FUJI's declaration of acceptance.
2. Any simple retention of title with regard to unprocessed goods is recognized by FUJI. Ownership of the delivered goods shall pass to FUJI upon payment. Any extended or expanded retention of title is excluded.

#### **VIII. Duty to examine and to give notice of defects**

1. An incoming goods inspection shall take place with regard to open defects. Insofar as an acceptance has been agreed, there is no obligation to inspect. Hidden defects shall be notified by FUJI as soon as they are detected in the ordinary course of business.
2. A complaint shall be made in due time if it is received by the Supplier within a reasonable period of time, as a rule within two weeks, in the case of obvious defects beginning with the delivery of the goods, in the case of hidden defects beginning with their discovery.

#### **IX. Warranty**

1. The warranty shall be governed by the statutory provisions unless otherwise stipulated below:
2. During the period in which the goods are not in the custody of FUJI as a result of a request to remedy a defect, the Supplier shall bear the risk of accidental loss and accidental deterioration.
3. If the Supplier does not comply with its obligation of subsequent performance within a reasonable period of time set by FUJI, FUJI may take the necessary measures itself or have them taken by third parties at the expense and risk of the Supplier. In urgent cases (in particular in the event of a risk to operational safety, to avert exceptionally high damage or to avoid its own delay in delivery) and to remedy minor defects, FUJI may, after prior notification of the defect with a reasonable grace period or after appropriate consultation with the Supplier, carry out the subsequent performance in the form of a remedy of the defect itself or have it carried out by a third party at the expense of the Supplier.

4. The costs incurred by the Supplier for the purpose of inspection and repair (including any removal and installation costs) shall be borne by the Supplier even if it turns out that there was actually no defect. FUJI's liability for damages in the event of an unjustified request to remedy a defect shall remain unaffected; however, FUJI shall only be liable in this respect if FUJI recognized or was grossly negligent in not recognizing that there was no defect.
5. If the Supplier fulfills its obligation of subsequent performance by means of a replacement delivery, the limitation period for the goods delivered as replacement shall start anew after their delivery, unless the Supplier has expressly and appropriately reserved the right at the time of subsequent performance to make the replacement delivery only as a gesture of goodwill, to avoid disputes or in the interest of the continuation of the supply relationship.
6. The limitation period for FUJI's claims arising from material defects shall be 36 months from the passing of risk in accordance with clause VII.1; the limitation period for FUJI's claims arising from defects of title shall be ten years from the passing of risk in accordance with clause VII.1.

#### **X. Warranty, assurances**

1. If the Supplier has to deliver or perform according to plans, drawings or other special requirements of FUJI, the conformity of the delivery or performance with the requirements shall be deemed to be expressly guaranteed.
2. In the event of the absence of warranted characteristics, FUJI may, at its discretion, withdraw from the contract or reduce the compensation and in each case claim additional damages.

#### **XI. Repeated defaults**

If substantially the same or similar goods deliveries or services of the same Supplier are repeatedly provided defectively or late, FUJI reserves the right to withdraw from the contract in this case after prior written warning also for such deliveries and services which the Supplier is still obliged to provide to FUJI in the future from this or another contractual relationship.

#### **XII. Right of withdrawal due to lack of capacity**

If it becomes apparent after conclusion of the contract that FUJI's delivery claim is at risk due to an unforeseeable impediment to performance that cannot be overcome by reasonable expenditure, FUJI shall be entitled to withdraw from the contract. This is particularly the case in the event of impossibility of your performance or endangerment of the delivery claim due to force majeure, strike or natural disasters. However, an obstacle to performance for which FUJI is responsible does not entitle FUJI to withdraw from the contract.

#### **XIII. Technical documents, tools, production equipment**

1. Technical documents, tools, standard sheets, means of production, data etc. provided by FUJI shall remain the property of FUJI; all trademark rights, copyrights and other industrial property rights shall remain with FUJI. They shall be returned to FUJI, including all

duplicates made, immediately after execution of the order or upon request without being asked; in this respect, the Supplier shall not be entitled to assert a right of retention. The Supplier may only use the aforementioned items for the execution of the order and may not hand them over or otherwise make them accessible to unauthorized third parties. Duplication of the said items is only permitted to the extent that it is necessary for the execution of the order.

2. The Supplier is obliged to care for and maintain the aforementioned items free of charge and to remedy normal wear and tear. If a sub-supplier is commissioned with the manufacture of tools and samples for the execution of the order, the claims against the sub-supplier for transfer of ownership of the tools and samples shall be assigned to FUJI.
3. Technical data, documents, drawings, diagrams, schematics, graphics, photographs, layout templates and other documentation produced by the Supplier within the scope of the execution of the order - whether on data carriers, in printed form or as material for print preparation or printing - as well as all samples, tools, materials and other operating resources shall become the property of FUJI upon being made available. Furthermore, FUJI shall receive all ownership, usage and exploitation rights to all aforementioned copyrightable works - to the extent permitted by law. No separate remuneration is owed by FUJI for the transfer of the aforementioned rights; it is included in full in the prices stated in the orders.

#### **XIV. Property Rights**

1. The Supplier warrants that the delivery and contractual use of the goods or services do not violate any trademarks, patents, licenses or other industrial property rights or industrial property right applications of third parties that are outstanding at the time of acceptance. This shall not be checked again by FUJI.
2. The Supplier shall be obliged to inform FUJI immediately of any alleged cases of violation or risk of violation of which it becomes aware.
3. If the use of the services provided by the Supplier is prohibited by a court decision or if, in the opinion of one of the parties, a lawsuit for violation of property rights is imminent, the Supplier shall take remedial action unless it is not responsible for the violation. This remedy may consist in the Supplier procuring the rights in dispute for FUJI or modifying or re-performing its contractual services in such a way that property rights are no longer violated. If a remedy is not provided or remains unsuccessful, FUJI shall be entitled to withdraw from the contract. If claims are made against FUJI by third parties because the Supplier has violated a legal property right of a third party through its delivery/service, the Supplier undertakes to indemnify FUJI at first request against these claims and all necessary expenses incurred by FUJI in connection with the claim by the third party and its defence. FUJI shall not acknowledge the claims of the third party and/or conclude agreements with the third party in this respect without the written consent of the Supplier. The limitation period for these indemnification claims is 36 months from the transfer of risk.

4. The provision of clause XIV.3. shall not apply insofar as the Supplier has manufactured the goods or services according to drawings, models or other descriptions or information equivalent thereto provided by FUJI and was not able to recognize that property rights would be violated with the developed products.

#### **XV. Indemnification, recourse, product liability**

1. In the event that a claim is made against FUJI on the basis of product liability, the Supplier shall be obliged to indemnify FUJI against such claims insofar as the damage was caused by a defect in the goods delivered by the Supplier. In cases of fault-based liability, however, this shall only apply if the Supplier is at fault. Insofar as the cause of the damage lies in the Supplier's area of responsibility, he must prove that he is not at fault.
2. Within the scope of its indemnification obligation, the Supplier shall bear all costs and expenses arising from or in connection with a third party claim including recall actions carried out by FUJI. Prior to a recall action, FUJI shall inform the Supplier, enable it to participate sufficiently and exchange information with it on an efficient implementation; this shall not be necessary insofar as the information or participation of the Supplier is not possible due to particular urgency.
3. The Supplier is obliged to take out product liability insurance with a minimum cover of 10 million euros per case of damage and to maintain it for the duration of the contract; FUJI is entitled to demand a corresponding confirmation of cover from the insurer. This shall not apply in cases in which this sum insured is disproportionate to the foreseeable damage; in these cases, S. 1 shall apply with the provision that a product liability insurance policy with sufficient cover is taken out.
4. The Supplier shall indemnify FUJI against all claims made against FUJI by third parties - irrespective of the legal grounds - due to a material or legal defect or any other defect of a product delivered by the Supplier, and shall reimburse FUJI for the necessary costs of its legal action in this respect.

#### **XVI. Minimum wage**

1. The Supplier shall not be entitled to have the service owed by it provided by third parties (e.g. subcontractors, freelancers) without the prior written consent of FUJI.
2. Supplier warrants that all workers employed by it shall be paid at least in accordance with the requirements of §§ 1, 2 and 20 of the Minimum Wage Act as well as other legal provisions and wage agreements, compliance with which is the responsibility of FUJI under § 14 of the Posted Workers Act and/or other comparable provisions.
3. The Supplier is obliged to pay the employees employed by it for the performance of the commissioned services in accordance with the underlying contract at least the minimum wage in accordance with the Minimum Wage Act. FUJI may request written proof of

payment of the minimum wage from the Supplier at any time during the term of the commissioned services; in this case the Supplier shall be obliged to provide FUJI with the written proof without undue delay, however, at the latest within three working days from receipt of the request.

4. The Supplier shall indemnify FUJI upon first request against all claims asserted in the event of a violation of the provisions of the Minimum Wage Act by the Supplier or its subcontractors. Notwithstanding any other rights of termination and rescission, FUJI shall be entitled to withdraw from the contract with immediate effect or to terminate the contract if the Supplier and/or its subcontractors violate the above provisions or the Minimum Wage Act culpably. The Supplier shall be obliged to compensate FUJI for the damage incurred as a result of the withdrawal or termination. Claims of the Supplier due to non-fulfilment are excluded. In all other respects, the consequences of withdrawal and termination shall be governed by the statutory provisions.

## **XVII. Confidentiality, rights to products**

1. All business, commercial or technical documents, information and data, in particular personal data, in connection with this business relationship or other knowledge or experience of which the Supplier becomes aware in the course of the business relationship must be kept secret from third parties and treated in strict confidence. They may only be made available in their own company to those persons who must necessarily be consulted for their use and who have also been obligated in writing to maintain secrecy. They shall remain the exclusive property of FUJI. Such information may not be used, reproduced or commercially exploited - except for the purposes of this contractual relationship - without the prior express consent of FUJI. The Supplier undertakes to treat all knowledge, information and data acquired within the framework of this contractual relationship as confidential even after the end of the contract.
2. This confidentiality obligation shall not apply if information, secrets or know-how are generally known or become or were generally known through no fault of the Supplier or were already known to the Supplier prior to the conclusion of this contract or must be disclosed to the Supplier at the request of an authority or any other authorized third party.
3. Products which the Supplier has manufactured according to documents designed or provided by FUJI, such as drawings, models or other know-how carriers, or according to confidential information provided by FUJI or with work equipment designed or provided by FUJI specifically for FUJI, may not be used by the Supplier or disclosed or offered to third parties without the prior written consent of FUJI.
4. FUJI reserves all rights to information according to Clause XVII.1 (including copyrights and the right to apply for industrial property rights such as patents, utility models, etc.). Insofar as information according to clause XVII.1 has been made accessible by third parties, this reservation of rights shall also apply in favour of these third parties.



**XVIII. Data protection, applicable law, place of performance, place of jurisdiction**

1. The Supplier acknowledges and agrees that FUJI may collect, store, process and use personal data related to the business relationship with the Supplier. FUJI shall process and use the Supplier Data exclusively within the legally permissible scope.
2. The Supplier also undertakes to comply with the provisions of data protection.
3. The contractual relations shall be governed by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
4. Unless otherwise agreed in individual cases, the place of performance for the delivery as well as for payments shall be the registered office of FUJI.
5. If the customer is a merchant, the sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the court responsible for the registered office of FUJI. However, FUJI shall be entitled to bring an action at the Supplier's principal place of business.