



USHIO GERMANY GmbH

Münchener Straße 10, 85643 Steinhöring, Germany

+49 80 94 906 0

info@ushio.de

[www.ushio.de](http://www.ushio.de)

## Terms and conditions of Purchase Ushio Germany GmbH

Applicable in business transactions with entrepreneurs, legal entities under public law and special funds under public law for the regulation of purchasing transactions within the scope of the worldwide business activities of **Ushio** Germany GmbH (hereinafter: "**Ushio**").

### 1. General Information

- 1.1. These terms and conditions of purchase shall apply exclusively to all orders and purchase orders of **Ushio**; general terms and conditions of the supplier that conflict with or deviate from these terms and conditions of purchase shall only be accepted by **Ushio** to the extent they have been expressly agreed to in writing.
- 1.2. The acceptance of goods or services of the supplier or their payment does not imply consent, even if the acceptance or payment occurs with knowledge of contradictory or supplementary contractual terms of the supplier by **Ushio**. Similarly, any previously agreed contractual terms of the supplier which contradict or supplement these terms and conditions of purchase shall no longer be accepted.
- 1.3. The use of inquiries or order letters from **Ushio** for reference or advertising purposes is not permitted.

### 2. Conclusion of Contract and Contract Amendments

- 2.1. Purchase orders, orders and/or delivery schedules as well as supplements and amendments are only binding if they are placed or confirmed by **Ushio** in writing.
- 2.2. Verbal agreements of any kind—including subsequent amendments and supplements to our terms and conditions of purchase—shall only be valid if confirmed by us in writing.
- 2.3. The written form is also fulfilled by text form (fax, remote data transmission or e-mail).
- 2.4. The supplier's cost estimates shall be binding and shall not be changed unless expressly agreed otherwise.
- 2.5. Purchase orders, orders and/or delivery schedules are only binding once the supplier accepts them in writing or begins with the execution according to the order. If the supplier does not accept the order within five (5) business days after receipt, **Ushio** shall be entitled to revoke it.
- 2.6. **Ushio** is not obligated to a minimum purchase or future acceptance under any purchase order.

### 3. Place of Fulfilment of the Contractual Obligations

Unless otherwise agreed, the place of performance shall be the place to which the goods are to be delivered according to the order or at which the service is to be rendered.





#### 4. Dates

##### 4.1. Delivery Deadlines

4.1.1. Agreed dates and deadlines are binding and – if not explicitly excluded in purchase orders, orders and/or delivery schedules – agreed as absolute fixed delivery dates ("absolute Fixgeschäft"). The receipt of the goods at **Ushio** or at the agreed delivery address (place of delivery) is determinative for compliance with the delivery date or delivery deadline.

4.1.2. If the supplier recognizes that the agreed dates can probably not be met, it must inform **Ushio** immediately in writing, stating the expected duration of the delay. A postponement of an agreed delivery date in case of an absolute fixed delivery date as well as early delivery or performance and partial delivery or performance require **Ushio's** consent.

4.1.3. If the supplier has assumed responsibility for installation or assembly, the supplier shall bear all necessary expenses such as travel costs, provision of tools and allowances.

##### 4.2. Rights and Claims before Due Date

**Ushio** has the right to withdraw from the contract in whole or in part before the delivery or service is due if it is obvious that the supplier will not complete the delivery or service on time even if **Ushio** would grant it a reasonable grace period. **Ushio** also has the right to claim damages from the supplier instead of performance if it is obvious that the supplier will not complete the delivery or performance on time within a reasonable grace period.

##### 4.3. Delayed Delivery

The unconditional acceptance of the delayed delivery or service shall not constitute a waiver of the claims for compensation to which **Ushio** is entitled due to the delayed delivery or service; this shall apply until full payment of the remuneration owed by **Ushio** for the delivery or service concerned.

##### 4.4. Notification and Liability for Missed Deadlines

If the supplier foresees difficulties with regard to production, supply of input materials, compliance with the delivery date or similar circumstances which could prevent it from delivering on time or in the agreed quality, the supplier shall notify **Ushio** immediately.

If the supplier does not comply with the agreed dates or deadlines, the legal consequences shall be governed by the statutory provisions, in particular the obligations to pay damages in the event of impossibility of delivery ("Unmöglichkeit") and the event of default.

##### 4.5. Further Rights and Claims in the Event of Missed Deadlines

In addition and without prejudice to its other rights, **Ushio** may, after expiry of a reasonable grace period set by **Ushio** or if the delivery is no longer of interest to **Ushio** as a result of the delay, have the delivery not yet made by the supplier carried out by a third party at the supplier's expense. If such delivery from a third party requires documents that are in the supplier's possession, it shall hand them over to **Ushio** without delay. If property rights hinder the performance by the third party, the supplier is obliged to procure a corresponding release from these rights without delay.

##### 4.6. Contractual Penalty in Case of Missed Deadline

If a contractual penalty has been agreed for non-compliance with deadlines and if the supplier is in default, it is obliged to pay the agreed contractual penalty as of the





occurrence of the default. **Ushio** is not obliged to reserve the right to claim the contractual penalty upon acceptance of the goods or acceptance of the service, but **Ushio** may still offset it against the amount of the final invoice. **Ushio** shall retain the right to claim the contractual penalty even if, after the claim has arisen, it withdraws from the contract or has the owed delivery or service carried out by a third party. Further claims and rights of **Ushio** due to missed deadlines remain unaffected.

## 5. Excess or Short Delivery

- 5.1. Partial deliveries are generally not permitted unless **Ushio** has expressly agreed to them.
- 5.2. Unless otherwise proven, the values determined by **Ushio** during the incoming goods inspection shall be determinative for quantities, weights and dimensions.
- 5.3. **Ushio** reserves the right to acknowledge excess or short deliveries in individual cases.
- 5.4. If the supplier delivers more or less than the ordered quantity of goods, **Ushio** may reject all or part of the excess goods. The rejected goods will be returned to the supplier at the supplier's risk and expense. If **Ushio** does not reject the excess or short quantity of goods delivered and instead accepts delivery of the goods in the excess or short quantity, the price for the goods will be adjusted on a pro rata basis.

## 6. Shipping and Delivery Point

- 6.1 Delivery shall be made in accordance with the specifications in the order or, depending on the agreement, to the place to which the goods are to be delivered in accordance with the order.
- 6.2 All goods shall be packed for shipment in accordance with **Ushio's** instructions or, in the absence of instructions, in a manner that ensures that the goods are delivered in undamaged condition and that regulations to be observed in the handling (packaging, shipping, storage, etc.) of dangerous goods have been observed.
- 6.3 The supplier must notify **Ushio** in writing in advance if it requires **Ushio** to return packaging material. The return of the packaging material shall be at the supplier's expense.
- 6.4 The supplier shall provide **Ushio** with all shipping documents, including the commercial invoice, packing list, air waybill, bill of lading and any other documents required for the transfer of the goods to **Ushio** within two (2) business days of the supplier's transfer of the goods to the carrier. Both the order number and the material number of the goods being ordered must be included on all shipping papers, shipping labels, bills of lading, air waybills, invoices, correspondence and all other documents relating to the order. In addition, for intra-EU deliveries, a delivery note must be enclosed with each shipment.
- 6.5 The supplier shall be responsible for all damage caused as a result of incorrect information or because, in particular, regulations to be observed in the handling (packaging, shipping, storage, etc.) of dangerous goods have not been observed.

## 7. Remuneration and Transfer of Risk

- 7.1. If no special agreement has been made, the prices shall be understood as delivered to the named place of delivery "DDP" for ground or air shipments, or "CIF" for ocean shipments (according to Incoterms® 2020), including packaging and transport costs. Value added tax is not included.





USHIO GERMANY GmbH

Münchener Straße 10, 85643 Steinhöring, Germany

+49 80 94 906 0

info@ushio.de

[www.ushio.de](http://www.ushio.de)

- 7.2. The agreement on the place of fulfilment of the contractual obligations shall not be affected by the type of pricing.
- 7.3. The supplier shall bear the material risk until the goods have been unloaded at the place to which the goods are to be delivered according to the order.
- 7.4. If the supplier has assumed the installation or assembly, the supplier shall bear all necessary expenses such as travel costs, provision of tools and allowances.

## 8. Force Majeure

- 8.1. Force majeure, operational disruptions for which **Ushio** is not responsible, riots, official measures and other unavoidable events such as pandemics shall release **Ushio** from its obligation to accept ordered goods or services in due time for the duration of the event. Both parties are obliged to provide each other with the necessary and reasonable information without delay and to adjust their obligations temporarily to the changed circumstances, in particular to the possibly changed market requirements, in good faith. During such events as well as within two (2) weeks after their end, **Ushio** is—without prejudice to other rights—entitled to withdraw from the contract in whole or in part in the event that an adjustment is not suitable, insofar as these events are not of insignificant duration. A period of more than sixty (60) business days shall be deemed not to be of insignificant duration.
- 8.2. The provisions of Clause 8.1 shall also apply in the event of labour disputes.

## 9. Terms of Payment

- 9.1. The invoice shall be sent in one copy to the respective address printed on it, stating the invoice number and other allocation features; it must not be enclosed with the shipments.
- 9.2. Payment shall be made according to the payment terms specified in the order or purchase order with means of payment of **Ushio's** choice. In the case of bank transfer, payment shall be deemed to have been made in time if **Ushio's** transfer order is received by the bank before the expiry of the payment deadline. The payment terms run from receipt of verifiable and proper invoice, but not before receipt of defect-free and complete delivery, including documentation and test certificates, if applicable, to **Ushio**. If a payment cannot be made on time due to improper delivery documents or incomplete invoice information or if legally required information is missing, payment and discount periods shall only run from clarification and invoice correction by the supplier.
- 9.3. Payment shall be made subject to verification that the invoice contains the necessary information and is in line with applicable value added tax laws.
- 9.4. Agreed advance payments shall be made by **Ushio** against invoice in accordance with the provisions of value added tax law and upon presentation of an advance payment security to be agreed. Also in the case of advance payments, the supplier has to list and settle all services in a final invoice.
- 9.5. The payment of invoices shall not be construed as an acknowledgement of claims of the supplier which have not yet been verified by **Ushio**.

## 10. Assignment of Claims

Claims of the supplier against **Ushio** may only be assigned to third parties or collected by third parties with **Ushio's** prior written consent, which shall not be unreasonably withheld.





## 11. Retention of Title

**Ushio** objects to all retention of title provisions that go beyond the simple retention of title. They require a prior written agreement in individual cases. **Ushio** remains entitled to resell the goods in the ordinary course of business even before payment of the corresponding remuneration under advance assignment of the claim arising therefrom. Should it nevertheless occur that sub-suppliers assert property rights, co-ownership rights or liens on **Ushio** or have compulsory execution measures carried out, **Ushio** shall be entitled to a claim against the supplier for all damages arising therein.

## 12. Defect Notification

- 12.1. Upon receipt of the goods, an inspection of the goods by **Ushio** shall only take place with regard to obvious damage, in particular transport damage, identity and quantity deviations of the delivery, unless otherwise agreed with the supplier in a quality assurance agreement.
- 12.2. Defects shall be notified by **Ushio** immediately after discovery.
- 12.3. The supplier waives the objection of delayed notification of defects to this extent.

## 13. Rights in Case of Defects

The statutory provisions on material defects and defects of title shall apply unless otherwise stipulated below.

### 13.1. Scope of the Rights in Case of Defects

The supplier owes defect-free deliveries and services. These must, in particular, have the agreed quality features as well as features and values guaranteed by the supplier and must comply with the intended use, the latest state of the art at the time of handover or acceptance and the relevant provisions of authorities and trade associations.

### 13.2. Individual Claims for Defects

**Ushio** has the right to subsequent performance by rectification of defects or delivery of new or replacement goods at its discretion as well as to compensation for damages in accordance with the statutory provisions. The supplier must also bear the expenses necessary for subsequent performance, in particular the costs of removal and installation.

If the subsequent performance has not taken place within the reasonable period set by **Ushio**, if it has failed or if the setting of a deadline was futile, **Ushio** may also withdraw from the contract or reduce the remuneration. In accordance with the statutory provisions, **Ushio** can also demand compensation for damages, also instead of performance, as well as compensation for future expenses. If **Ushio** is entitled to warranty claims that go beyond the statutory rights for defects, these remain unaffected.

### 13.3. Recourse Claims

**Ushio** is entitled to the legally determined rights of recourse within a supply chain in addition to the claims for defects without limitation. In particular, **Ushio** is entitled to demand from the supplier exactly the type of subsequent performance (rectification of defects or replacement delivery) which it owes **Ushio** in the individual case. **Ushio's** legal right of choice is not limited by this. **Ushio's** right of recourse shall also apply if the goods have been further processed by **Ushio** or by one of its customers prior to their sale, e.g., by incorporation into another product.





#### 13.4. Self-Execution

If the supplier does not comply with its obligation of subsequent performance within a reasonable period of time or if the subsequent performance is unreasonable for **Ushio**, e.g., for reasons of danger to operational safety, the anticipated occurrence of disproportionate damage or special urgency, **Ushio** may initiate the necessary measures itself at the supplier's expense and risk. The supplier shall be informed of such circumstances without delay in advance, if possible. The obligation to finally remedy the defect remains unaffected.

#### 13.5. Release

The supplier shall release **Ushio** against claims of third parties due to the infringement of third party rights arising from the subject matter of the purchase order in question, unless the supplier proves that it is not responsible for the infringement. In addition, upon request, the supplier shall promptly provide **Ushio** with the information and documents relating to its performance required for the defence against such third party claims. The supplier shall support the freedom from third party intellectual property in relation to the subject matter of the purchase order in question by appropriate measures, such as research on third party intellectual property, and provide **Ushio** with relevant documents upon request.

#### 13.6. Statute of Limitations

##### 13.6.1. Limitation of Release Claims

The statute of limitations for release claims is three years. The limitation period for release claims begins at the end of the year in which the claim arose and **Ushio** became aware of the circumstances giving rise to the claim or should have become aware without gross negligence. Any statutory longer limitation periods shall have priority. This also applies to the aforementioned additional claim for information and documents.

##### 13.6.2. Limitations for Material Defects

Claims for material defects shall become time-barred—except in cases of fraudulent intent—after 3 years, unless the item has been used for a building in accordance with its customary use and has caused its defect. The statute of limitations begins with the delivery of the subject matter of the purchase order (transfer of risk). Any longer statutory limitation periods shall have priority.

##### 13.6.3. Limitations for Defects in Title ("Rechtsmangel")

The provisions of 13.6.1 (limitation period for release claims) shall apply mutatis mutandis to claims based on legal defects. Any longer statutory limitation periods shall have priority.

##### 13.6.4. Restart of the Statute of Limitations

If the supplier fulfils his obligation of subsequent performance by means of a replacement delivery, the limitation period shall start anew for the goods delivered as replacement 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.

#### 13.7. Costs of Subsequent Performance

Within the scope of subsequent performance, the supplier shall bear the transport, travel, labour, installation, removal and material costs. If, as a result of a defective delivery, **Ushio** incurs costs and expenses in connection with the repair or replacement of the subject matter of the purchase order, which **Ushio** could reasonably incur in addition, in particular costs and expenses for sorting, for an incoming inspection exceeding the usual scope, for





**USHIO GERMANY GmbH**

Münchener Straße 10, 85643 Steinhöring, Germany

+49 80 94 906 0

info@ushio.de

**www.ushio.de**

the examination and analysis of the defect, as well as costs for the involvement of external or own personnel, the supplier shall bear these costs, unless it is proven that the supplier is not responsible for the defect. Any contributory negligence on **Ushio's** part shall be taken into account when determining the costs eligible for compensation in accordance with § 254 BGB.

The supplier shall be liable for the fault of its subcontractors as for its own fault.

#### **14. Product Liability and Recall**

- 14.1. In the event that **Ushio** is held liable on the basis of product liability, the supplier is obliged to release **Ushio** from such claims, if and to the extent that the damage was caused by a defect in the product purchased from the supplier. In cases of fault-based liability, however, this only applies if the supplier is at fault. If the cause of the damage lies within the supplier's area of responsibility, the supplier must prove that it is not at fault.
- 14.2. In the cases of Clause 14.1, the supplier shall bear all costs and expenses, including any legal action, unless the costs are not necessary and reasonable in total. In all other respects, the statutory provisions shall apply.
- 14.3. Prior to a recall action which is wholly or partly the result of a defect of the product purchased from the supplier, **Ushio** shall inform the supplier, give it the opportunity to participate and exchange information with it on an efficient implementation, unless the information or participation of the supplier is not possible due to special urgency. Insofar as a recall action is the result of a defect in the subject matter of the contract delivered by the supplier, the supplier shall bear the costs of the recall action unless he is not responsible for the defect. Any contributory negligence on our part shall be taken into account in the amount of the costs to be borne by the supplier in accordance with § 254 BGB.

#### **15. Insurance Obligation**

The supplier undertakes to insure itself to a sufficient extent against all risks which its liability entails for it. The supplier shall prove its insurance coverage to **Ushio** upon request.

#### **16. Rights of withdrawal and termination**

- 16.1. In addition to the statutory rights of withdrawal, **Ushio** is entitled to cancel the purchase order if a significant deterioration of the financial circumstances of the supplier occurs or threatens to occur, and the fulfilment of a delivery obligation for **Ushio** is jeopardized thereby.
- 16.2. **Ushio** is further entitled to withdraw from the contract if:
  - the legal facts of inability to pay occur with the supplier ("Zahlungsunfähigkeit"),
  - the supplier suspends payments,
  - the supplier is threatened with imminent insolvency ("Drohende Zahlungsunfähigkeit") pursuant to § 18 InsO (German Insolvency Code) or overindebtedness ("Überschuldung") of the supplier becomes apparent,
  - the supplier files for the opening of insolvency proceedings or comparable proceedings for the settlement of debts with respect to the assets or the business of the supplier, or





- if the opening of insolvency proceedings against the assets of the supplier is rejected for lack of assets.
- 16.3. In the event of a continuing obligation, Sections 16.1 and 16.2 shall apply mutatis mutandis, provided that the right of withdrawal shall be replaced by an extraordinary right of termination without notice.
- 16.4. If the supplier has only fulfilled part of its obligation under the purchase order, **Ushio** is only entitled to cancel the purchase order in its entirety if **Ushio** has no interest in the partial performance.
- 16.5. If **Ushio** cancels any purchase order on the basis of the above contractual rights of withdrawal or termination, the supplier shall compensate **Ushio** for the damages resulting therefrom, unless the supplier is not responsible for the occurrence of such cancellation.
- 16.6. Statutory rights and claims shall not be limited by the provisions contained in this Clause 16.

## 17. Export Control and Customs

- 17.1. The supplier is obliged to inform **Ushio** about any licensing requirements or restrictions on (re-)exports of its goods in accordance with the applicable export control and customs regulations as well as the export control and customs regulations of the country of origin of its goods in its business documents or other communication channels (e.g., platforms) specified by **Ushio**.
- 17.2. The supplier shall also be obliged to notify the commercial origin of its goods. This is to be indicated on the respective commercial invoice and, if required, a certificate of origin is to be issued. The supplier assures **Ushio** to provide information about the respective prescribed preferential origin and to enclose the respective prescribed proof of origin for goods deliveries from a free trade agreement/preferential trade agreement country. For deliveries of goods within the European Union (EU), the supplier shall issue a long-term supplier's declaration in accordance with the applicable EU implementing regulation within a period of 21 days after request by **Ushio**. In case of first delivery, the information on commercial and preferential origin shall be provided in writing at the latest at the time of the first delivery. **Ushio** must be notified immediately in writing of any subsequent changes.
- 17.3. In case of delivery of goods across customs borders, the supplier is obliged to enclose all necessary documents such as commercial invoice, delivery bill and information for a complete and correct import customs declaration with the delivery.
- 17.4. The supplier shall assist **Ushio** with all means necessary to reduce or minimize its payment obligations with respect to customs duties and/or costs for customs clearance.

## 18. Compliance, Social Responsibility and Sustainability

- 18.1. The supplier undertakes to comply with and will comply with all applicable laws, rules and regulations within the business relationship with **Ushio**, including but not limited to: i) antitrust and competition laws and regulations, ii) anti-bribery and corruption laws and regulations, and iii) export control laws and regulations and customs regulations. The supplier shall comply with the applicable statutory rules and regulations on environmental protection, health and safety, the treatment of employees and the protection of human rights, including but not limited to:
- Directive 2011/65/EU of the European Parliament and of the Council of 8 June 2011 on the restriction of the use of certain hazardous substances in electrical and







electronic equipment ("RoHS") (including Deca-BDE requirements) and any amendments thereto, including Directive 2015/863/EU,

- Directive 2012/19/EU of the European Parliament and of the Council of 4 July 2012 on waste electrical and electronic equipment ("WEEE"),
- the European Community Regulation concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH"),
- Regulation (EC) No. 1907/2006, and the implementations of the Member States of the European Union to the aforementioned regulations;
- The People's Republic of China (PRC) Management Methods for the Restriction of the Use of Hazardous Substances in Electrical and Electronic Products, promulgated on 21. January 2016 (including the pre-market certification requirements therein ("CCC Mark") and including relevant standards adopted by the PRC Ministry of Information Industry or other applicable PRC authority);
- PRC General Administration of Quality Supervision, Inspection and Quarantine's Circular 441 (2006);
- California Electronic Waste Recycling Act of 2003; and
- Successor regulations or laws or other similar regulations or laws.

18.2. The supplier furthermore undertakes within the business relationship with **Ushio**:

- not to offer or grant advantages in business dealings or in dealings with public officials, or to demand or accept advantages that violate applicable anti-corruption regulations;
- not to enter into agreements or concerted practices with other companies that have as their object or effect the prevention, restriction or distortion of competition under applicable antitrust laws.

18.3. The supplier assures the performance of an appropriate wage and equal remuneration for work of equal value without distinction as well as compliance with the respective applicable laws regulating the general minimum wage and will oblige the subcontractors commissioned by it to the same extent. Upon request, the supplier shall provide evidence of compliance with the above assurance. In the event of a breach of the above assurance to comply with the respective applicable laws regulating the general minimum wage, the supplier shall indemnify **Ushio** against claims of third parties and shall be obliged to reimburse **Ushio** for any fines imposed on it in this connection. In the event of a breach of the foregoing assurance to comply with the applicable laws regulating the general minimum wage, the supplier shall indemnify **Ushio** against third party claims and shall be obliged to reimburse **Ushio** for any fines imposed on it in this connection.

18.4. Upon **Ushio's** request (the "CM Request"), the supplier shall provide information (the "CM Disclosure") on all commodities containing so-called Conflict Minerals, which currently include gold, tin, tungsten, and tantalum as defined in 77 FR 56273, 17 CFR 240, 249, and 249b, Section 13(p) of the U.S. Securities Exchange Act of 1934, and Section 1502 of the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act (collectively, the "Conflict Minerals Regulations"). The CM Disclosure shall be completed in the format of the CFSI Conflict Minerals Reporting Template at <http://www.conflictreesourcing.org/conflict-minerals-reporting-template> and submitted to **Ushio** no later than ten (10) business days after receipt of the CM Request. The supplier shall promptly provide a written update of any changes or additions necessary to provide complete and accurate information in the CM Disclosure.





- 18.5. The supplier shall comply with the applicable legal regulations and ordinances on environmental protection, health and safety at work, the treatment of employees and the protection of human rights, including human rights and environmental due diligence legislation and regulations. Furthermore, the supplier shall comply with the requirements of the Code of Conduct for Business Partners (available at **Ushio-Lieferantenkodex-220715.pdf**) and ensure that its subcontractors also act accordingly.
- 18.6. Inquiries regarding compliance, social responsibility and sustainability in the supply chain shall be answered by the supplier within a reasonable period of time and in compliance with specified formalities. Furthermore, in the event of a suspected violation of the above obligations, the supplier shall immediately correct possible violations and inform **Ushio** about the corrective measures taken and, in justified cases, disclose the affected supply chain. If the suspicion proves to be justified, the supplier must inform **Ushio** within a reasonable period of time which internal measures it has taken to prevent future violations. If the supplier does not comply with these obligations within a reasonable period of time, **Ushio** reserves the right to cancel all purchase orders with immediate effect.
- 18.7. In case of serious violations of the law by the supplier and in case of violations of the regulations in clauses 18.1 to 18.5, **Ushio** reserves the right to cancel all purchase orders without notice.
- 18.8. Supplier assures that in respect of any transfer of personal data of its employees, contractors, agents, and subcontractors as a consequence of the execution and performance of its contract with **Ushio**, it has a proper legal ground to do so.

## 19. Confidentiality

- 19.1. All business or technical information made available by **Ushio** (including features to be taken from objects, documents or software handed over and other knowledge or experience) shall be kept confidential from third parties as long as and to the extent that they are not demonstrably publicly known and may only be made available in the supplier's own business to such persons who must necessarily be involved in the fulfilment of the purpose of the purchase order and who are also obliged to maintain confidentiality; all business or technical information made available by **Ushio** shall remain the exclusive property of **Ushio**. Without **Ushio's** prior written consent, such information may not be reproduced or used commercially, except for **Ushio's** supplies. Upon **Ushio's** request, all information originating from **Ushio** (including, if applicable, copies or records made) and items provided on loan shall be returned to **Ushio** immediately and in full or destroyed. **Ushio** reserves all rights to such information (including copyrights and the right to apply for industrial property rights, such as patents, utility models, semiconductor protection, etc.). Insofar as such information has been made available to **Ushio** by third parties, this reservation of rights shall also apply in favour of such third parties.
- 19.2. Products that are manufactured according to documents designed by **Ushio**, such as drawings, models and the like, or according to **Ushio's** confidential information or with its tools or copied tools, may be neither used by the supplier itself nor offered or delivered to third parties. This also applies analogously to **Ushio's** print orders.

## 20. General Provisions

- 20.1. Should any provision of these terms and conditions of purchase and the further agreements made be or become invalid, this shall not affect the validity of the remaining provisions. The contracting parties shall be obliged to replace the invalid provision by a provision that comes as close as possible to it in terms of economic success.





USHIO GERMANY GmbH

Münchener Straße 10, 85643 Steinhöring, Germany

+49 80 94 906 0

info@ushio.de

[www.ushio.de](http://www.ushio.de)

- 20.2. These terms and conditions of purchase have been prepared in the German language. If these terms and conditions of purchase are translated into other languages and made available to the customer, the German language version shall take precedence in the event of any discrepancies in content between language versions.
- 20.3. The contractual relations shall be governed exclusively by German law, excluding the conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods (CISG).
- 20.4. The place of jurisdiction for all legal disputes arising directly or indirectly from contractual relationships based on these terms and conditions of purchase shall be Munich, Germany. **Ushio** is further entitled to sue the supplier at its discretion at the court of its registered office or branch office or at the court of the place of fulfilment of the contractual obligations.

Date: February 2024

