

General Terms and Conditions for Ordering and Purchasing of NFON AG

Version 1.1

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01 General

1.1. Exclusively the following terms and conditions apply to all orders of NFON AG (hereinafter referred to "NFON"), including if the supplier of NFON/the Contractor (hereinafter referred to as "the Contractor") refers to a contrary standard or other terms in its offer, in confirmations of order, in deliveries or in invoices..

1.2. Any amendments and/or additions to the order shall become valid only after they have been confirmed in writing by NFON.

1.3. These terms and conditions of purchasing are part of the respective order and also apply to all future transactions with the Contractor.

02 Prices, payment terms, invoices and payment

2.1. The price stated in the order by NFON is binding..

2.2. The agreed prices are deemed to be free to the place of receipt stated by NFON and inclusive of freight, packaging and ancillary costs.

2.3. In the event of price changes, the Contractor shall notify NFON in writing 6 (six) weeks before the prices come into effect. Price reductions shall take immediate effect, including for open orders. Price rises shall apply only after written approval has been obtained from NFON, and solely for orders made thereafter.

2.4. Payments shall be made within 14 days with deduction of a 3% discount or within 60 days net..

2.5. The term of payment starts as soon as the delivery or service has been fully performed and the duly prepared invoice has been received by NFON.

2.6. Preferably, invoices should be sent to Kreditoren@NFON.com.

2.7. The order numbers and the orderer must be stated in invoices. If these details are missing, invoices cannot be paid..

2.8. In our procurement process, we also take energy efficiency criteria into account in accordance with our energy management system based on ISO 50001.

2.9. Upon handover, NFON shall acquire direct right of disposal to the products delivered. A simple retention of title is recognised. Other types of reservation of title, e.g. further reservation of title, shall be opposed. Payments do not constitute recognition of the delivery

and service as compliant with the Agreement. Rights of offset and detention shall apply within the limits of statutory regulations.

03 Delivery and service deadlines, transfer of risk and dispatch

3.1. Agreed deadlines and periods are binding, and NFON must be given immediate written notification

3.2. of imminent delays. Goods received late or services completed late can be accepted by means of a written declaration by NFON.

3.3. If fixed deadlines or agreed delivery deadlines are not met, the Contractor shall be deemed to be late.

3.4. If the Contractor is late with the delivery or service, NFON is entitled to withdraw from the order and/or request compensation instead of the service.

3.5. Partial deliveries and partial services shall require prior consent from NFON.

3.6. In the event of delivery with assembly or installation and in the event of services, the risk is transferred upon acceptance, and in the event of delivery without assembly or installation, the risk is transferred upon receipt at the place of receipt stated by NFON.

3.7. The costs for dispatch and packaging shall be borne by the Contractor. Additional costs for a measure required in order to meet a delivery deadline, e.g. accelerated dispatch, shall be borne by the Contractor.

3.8. Furthermore, in addition to the stipulations, deliveries shall be made in accordance with DDP (INCOTERMS 2010).

04 Guarantee, delay and compensation

4.1. The delivery and service must be free of material defects and defects in title, and must comply with the accepted rules of the art as well as the contractually agreed properties, standards and other regulations.

4.2. NFON shall perform random-sample checks on the delivery/service within an appropriate period with a view to identifying deviations in terms of quality and quantity. Complaints regarding clear defects shall be regarded as having been made on time if they are submitted within two weeks.

4.3. NFON is entitled to the full statutory guarantee claims.

4.4. If defects are identified or become apparent during the guarantee period, the Contractor shall, at its own cost and at the discretion of NFON, rectify them immediately through reworking or replacement of the defective parts or new manufacture, new performance or new delivery..

4.5. If the Contractor fails to perform reworking or new delivery/new performance within a period set by NFON, NFON is entitled, at its own discretion, to fully or partially withdraw from the order without compensation, to demand a reduction in the price or to perform or have performed reworking or new delivery/new performance at the cost of the Contractor or to demand compensation.

4.6. The limitation period for material defects is 24 months from transfer of risk and 36 months for defects of title, unless the law provides for longer limitation periods.

4.7. In cases of product liability for which the Contractor is responsible, the Contractor shall release NFON from all third-party claims including the necessary costs for defence against these claims at the first time of asking.

4.8. The Contractor is obliged to pay NFON a contractual penalty of 0.2% of the total net order amount per calendar day for each calendar day of delay up to a maximum of 5% of the total net order amount. Further claims to compensation shall remain unaffected..

05 Utilisation rights, property rights and software

5.1. The Contractor grants NFON the non-exclusive, transferable right with no restriction in terms of time or place to use and copy software and the associated documentation, to integrate them into other products and to sell them worldwide.

5.2. NFON is entitled to transfer or sublicense the utilisation rights stated in clause 6.1 to the companies affiliated with NFON as well as other sales partners, distributors and end customers.

5.3. The Contractor shall ensure that the products and software products delivered are not encumbered with third-party rights and consequently that no third-party property rights are breached.

5.4. With regard to the goods to be delivered, the Contractor is obliged to release NFON from legal claims of German and foreign third parties that may arise from German or foreign patents, utility models, copyrights or other rights.

5.5. If software contains open-source software, i.e. software that was developed using the open-source model and is covered by General Public License (GPL) or similar licenses, the Contractor shall notify NFON of this in writing..

5.6. The Contractor shall make every effort to deliver software with no known viruses at all times, and undertakes to use state-of-the-art virus scanners to fulfil this obligation.

06 Confidentiality, data protection and foreign trade legislation

6.1. The Contractor shall maintain confidentiality regarding information obtained from NFON and shall not make it accessible to third parties, unless said information is generally known.

6.2. The Contractor undertakes to maintain confidentiality regarding information that becomes known during the business relationship with NFON and to protect it against access by third parties

6.3. The Contractor shall comply with all applicable data-protection regulations and oblige its employees to follow related instructions from NFON. If necessary, the Contractor shall conclude additional agreements (e.g. order data processing).

6.4. The Contractor must meet the applicable requirements of national and international foreign trade legislation and obtain the necessary export licenses for all products to be delivered and services to be performed. This shall not apply if NFON or third parties are obliged to apply for the export license.

6.5. At the request of NFON, the Contractor must hand over certificates of origin and declarations of preferential origin for the products to NFON immediately and free of charge..

6.6. If the Contractor breaches its obligations under clause 7, it shall bear all costs and damages incurred by NFON as a result of missing or incorrect documentation unless the Contractor is not at fault for the breach of obligation.

07 Code of conduct

7.1. The Contractor is obliged to comply with the legislation of the applicable legal system(s). In particular, the Contractor shall not be actively or passively, directly or indirectly involved in any form of corruption, infringement of the fundamental rights of its employees, or child labour. Furthermore, the Contractor shall assume responsibility for the health and safety of its employees in the workplace, comply with environmental protection legislation and promote and call for adherence to this code of conduct by its suppliers to the best of its ability.

7.2 If the Contractor culpably breaches these obligations, NFON shall be entitled, without prejudice to further claims, to withdraw from the order or cancel the order. Insofar as it is possible to remedy the breach of obligation, this right may be exercised only after fruitless expiry of a suitable deadline for remedy of the breach of obligation.

08 Legal validity, place of jurisdiction, applicable law and miscellaneous

8.1. Should any of the provisions of these General Terms and Conditions for Ordering and Purchasing be or become invalid, this shall not affect the validity of the order. In this case, as in the case of these terms and conditions containing no regulation, the statutory provisions shall apply.

8.2. Legally relevant declarations of intent such as notices of termination or withdrawal shall be effective only if they are issued in writing.

8.3. The sole place of jurisdiction for all disputes is Munich.

8.4. Assignment of claims is possible only after obtaining the written consent of NFON.

8.5. The Contractor shall transfer services to third parties only after obtaining the prior written consent of NFON.

8.6. Only German substantive law shall apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods dated 11 April 1980.