GENERAL CONDITIONS OF PURCHASE
General Provisions

These General Conditions of Purchase shall apply to all current and future agreements whereby a Seller sells goods or provides services to Sensata Technologies GmbH.

1. DEFINITIONS & INTERPRETATIONS:

1.1 “Seller” means Sensata Technologies GmbH, Freiheit 8, Berlin, 13637.

1.2 “Contract” means the concluded agreement that comes into existence upon the Seller accepting the Purchase Order.

1.3 “Contractual Price” means the price specified in the Purchase Order.

1.4 “General Conditions of Purchase” means this document.

1.5 “Goods” means the goods described in the Purchase Order.

1.6 “Purchase Order” means Buyer’s purchase order which sets out the details of the Goods and/or Services and to which this document is annexed.

1.7 “Seller” means the person from whom Buyer is purchasing the Goods and/or services.

1.8 “Services” means the services described in the Purchase Order.

1.9 “Writing” includes facsimile transmissions, e-mail and comparable means of communication. Any notice and/or other communication in writing required to be given by one party to the other shall be given to the address which is stated at the principal place of business.

1.10 Force majeure means any cause or circumstance not within a party’s reasonable control including but not limited to strikes, war, civil disorder and natural disasters.

1.11 The headings in these General Conditions of Purchase are for convenience only and shall not affect their interpretations.

1.12 If any provision of these General Conditions of Purchase is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these General Conditions of Purchase and the remainder of the provision shall not be affected thereby.

2. PURCHASE ORDER:

2.1 Buyer will not be bound for acceptance of goods supplied or services rendered unless by an official Purchase Order which has been acknowledged by Seller within ten (10) working days of receiving the purchase order.

2.2 By acceptance of the Purchase Order, Seller agrees to comply fully with the terms and conditions thereof and with these General Conditions of Purchase. Acceptance of the Purchase Order shall be limited to terms and conditions of the Purchase Order and to these General Conditions of Purchase and none of Seller’s terms and conditions shall apply. Acceptance by Buyer of any Goods and/or Services under the Purchase Order shall not constitute acceptance of Seller’s terms and conditions.

2.3 In the event of a conflict between the terms of the Purchase Order and these General Conditions of Purchase, the terms of the Purchase Order shall prevail.

3. ALTERNATIONS:

3.1 Any alterations with regards to Buyer’s Purchase Order, included but not limited to quantity, quality, description or specifications of the Goods and/or Services to be delivered or any alterations in the terms of the transaction must be mutually agreed between Buyer and Seller and shall be confirmed in writing by Buyer.

3.2 Buyer reserves the right to make changes in design and specification for any Goods and/or Services. The difference in price or time for performance resulting from such changes as reasonably determined by Buyer will be equitably adjusted and the Purchase Order will be amended accordingly.

4. QUALITY & CONFORMANCE/COMPLIANCE WITH LAWS:

4.1 All Goods and/or Services shall conform either to Buyer’s description or mutually agreed upon specifications or if applicable, previously submitted Buyer-approved supplies and/or samples. In each case, Goods and Services shall be subject to Buyer’s approval within a reasonable time after delivery, not to exceed sixty (60) days.

4.2 Goods supplied or Services rendered shall conform to quantity, quality, description, and specifications in accordance with the provisions of the Purchase Order and possess all the properties necessary for normal usage of the Goods or Services as can normally be expected by the Buyer.

4.3 Goods supplied shall be delivered to conform to the Global Supplier Quality Manual a copy of which is available on https://www.milacron.com.

4.4 In performing the Contract, Seller shall comply with all applicable laws and regulations including but not limited to those pertaining to the supply, packaging, labelling and carriage of hazardous goods, health and safety, environment and workplace, data protection and use of material, production, pricing of goods, the import and export of goods and taxation.

4.5 Seller shall not use, in the manufacture of or in the Goods, substances defined in Buyer’s Environmental Requirements (or any other applicable request) of which no availability is confirmed by Buyer.

4.6 Seller will not use, in the manufacture of or in the Goods, substances defined in Buyer’s Environmental Requirements (or any other applicable request) of which no availability is confirmed by Buyer.

5. INSPECTION AND WARRANTY:

5.1 Unless otherwise specified, acceptance of Goods and/or Services received against the Purchase Order is at the “ship to” facility mentioned in the Purchase Order. Seller warrants that all Goods or Services supplied under the Purchase Order conforms to the mutually agreed specification, drawings, samples or other descriptions furnished by Buyer.

5.2 Seller shall comply with all applicable statutory and regulatory requirements relating to the manufacture, packaging, storage, handling and delivery of the Goods.

5.3 Goods rejected shall be held at Seller’s risk and are returnable at Seller’s expense for credit at the full price and no credit note as having been delivered unless Seller agrees with Buyer to make the Goods fit for their intended purpose in which case the Seller shall be debited with the costs thereof.

5.4 If required Seller will make process control data, inspection and test reports covering the Goods and their components available for review and subject to examination by Buyer or its authorized representative to verify conformance to such applicable specifications and drawings. However, a certificate of conformance must accompany individual shipments when so specified on applicable documents or in the Purchase Order.

5.5 Inspection may be performed at Buyer’s option on a statistical sampling basis. The entire delivery may be rejected based on defects revealed by such sampling. At Buyer’s option, the rejected Goods will be returned to Seller for replacement or credit at 100% by Buyer with the cost of screening paid by Seller.

5.6 The initial inspection performed by Buyer upon receipt of Goods is a conditional acceptance, and shall not waive the right of Buyer to return to Seller Goods which develop defects due to latent causes during or after installation or testing of the end product.

5.7 For the purpose of auditing Seller’s Quality Management System and/or processes Buyer has the right to access to all records at the address of Buyer containing documentation and any and all Goods are being delivered by instalments, and the outstanding balance remaining to be delivered.

5.8 Unless a longer period is set forth on the face of the Purchase Order, Seller’s warranty shall be effective for a period of two (2) years from the date of delivery to Buyer.

5.9 Seller shall inform Buyer of any risk involved in the usage of the Goods. Seller must also inform Buyer of such risk even if the warranty period has expired, or if the risk is not covered by warranty.

5.10 The foregoing remedies are in addition and not in lieu of any remedies available to Buyer.

6. PACKING AND TRANSPORTATION:

6.1 Unless otherwise specified in the Purchase Order, terms of delivery are DAP (Incoterms in its last version) to the “ship to” facility referenced in the Purchase Order.

6.2 Buyer shall ensure that the Goods and/or Services are properly packed and secured in such manner as to enable them to reach their destination in good condition. No separate payment will be made for any packaging materials, except otherwise stated in the Purchase Order or subsequently agreed in writing by Seller.

6.3 Each delivery of the Goods and/or Services shall be accompanied by a delivery note which shows the date of the Purchase Order, the Purchase Order number, the type and quantity of the Goods and/or Services, special storage requirements (if any) and any other identification of the Goods being delivered by instalments, and the outstanding balance remaining to be delivered.

6.4 If the Seller requires the Buyer to return any packaging material of the Goods to the Seller, that fact should be clearly stated on the delivery note. Any such packaging material shall only be returned to the Seller at the cost and risk of Seller.

7. TRANSFER OF TITLE/PROPRIETARY INFORMATION/TOOLS:

7.1 Except in the case where Goods are collected by Buyer, the title to the Goods shall pass upon acceptance by Buyer at Buyer’s premises.

7.2 All inventions which Seller conceives or reduces to practice during the course of its performance under a Purchase Order/Buyer Contract shall be the exclusive property of Buyer if the work product qualifies as ‘work-for-hire’. If the work product does not qualify as a ‘work-for-hire’, then in any event all rights in the work product, including but not limited to copyright, shall be automatically transferred to Buyer from its inception. Buyer shall have the exclusive worldwide right to use, edit, translate, publish, transfer or sell the work product prepared by Seller in any manner which Buyer deems fit.

8. INDEMNITY OBLIGATIONS:

8.1 Buyer agrees to indemnify and save harmless Buyer from all liabilities, costs, expenses, damages and losses, including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and any other professional costs and expense arising from the ordinary purchase, sale or use of Goods and/or Services as a result of or in connection with:

8.1.1 any claim made against Buyer by any third party, including but not limited to allegations of a third party’s or any of its employees, agents or subcontractors performance, including, but not limited to, any patent, trademark, trade secret or copyright arising out of, or in connection with the manufacture, supply or use of the Goods, or receipt, use or supply of the Services, to the extent that the claim is attributable to the acts or omissions of the Seller, its employees, agents or subcontractors;

8.1.2 any claim made by a third party for death, personal injury or damage to property arising out of, or in connection with defects in the Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Seller, its employees, agents or subcontractors; and

8.1.3 any claim made against the Buyer by a third party arising out of or in connection with the supply of the Goods or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Seller, its employees, agents or subcontractors.

8.2 This clause 8 applies not only for the Goods or Services delivered, but also if the Goods are built into another device or finished good and an inferiority of the finished goods can be directly traced to the Goods or Services supplied by Seller.

8.3 This clause shall survive termination.

9. DELIVERIES:

9.1 Seller will promptly inform Buyer in writing on delay or anticipated delay of delivery, stating reasons, and consequences causing the delay and the expected date of delivery.

9.2 Failure to meet the delivery date referred to in the Purchase Order shall be considered breach of Contract.

9.3 Seller agrees to pay Buyer any penalties or damages imposed upon or incurred by Buyer caused by failure of Seller to deliver Goods and/or render Services on such delivery dates.

9.4 Partial deliveries shall only be made with a prior written agreement of Buyer.

10. CONTRACTUAL PRICE AND PAYMENT:

10.1 Contractual prices stated on the Purchase Order shall be binding for Buyer and Seller.

10.2 Payment terms shall be 60 days after delivery unless otherwise stated on the Purchase Order or agreed in writing between Buyer and Seller.

10.3 Seller’s invoice shall, at a minimum, contain the following details:

Buyer’s Purchase Order number, Buyer’s product code, quantity delivered, invoice number, date of

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10.4 Buyer may set off against any sums due to the Seller whether under this Contract or otherwise any lawful set-off or counterclaim to which buyer and/or its affiliated companies may at any time be entitled.

11. NON-PERFORMANCE:
In case of non-performance by Seller of any of its obligations other than by reason of force majeure, Buyer may terminate, by notice in writing to Seller, in whole or in part, the Contract between Buyer andSeller based upon the Purchase Order at any time and without intervention of any judicial authority, without prejudice to Buyer’s right to demand specific performance of the Contract and/or claim damages from Seller.

12. FORCE MAJEURE:

12.1 In case of non-performance due to Force majeure, Buyer may, by written notice to Seller, dissolve in whole or in part the agreement between Buyer and Seller based upon any Purchase Order at any time and without intervention of any judicial authority.

12.2 The Seller shall use all reasonable endeavours to mitigate the effect of a Force majeure event on the performance of its obligations.

13. TERMINATION:

13.1 If Seller ceases to conduct its operations in the normal course of business or if any proceedings under the bankruptcy or insolvency laws are brought by or against Seller, Buyer may without intervention of any judicial authority terminate any Contract between Buyer and Seller based upon the Goods delivered or Services rendered previously in accordance with the Purchase Order. Such notice shall indicate the extent and effective date of such termination.

13.2 Buyer may without intervention of any judicial authority immediately dissolve the Contract in the event Seller offers a gift or makes a promise in whatever form to Buyer or one of his subordinates.

14. PROVISION OF SPARE PARTS:
Seller agrees to provide spare parts for the Goods for a period of at least fifteen (15) years after the last delivery of the Goods.

15. TRADENAMES AND TRADEMARKS:
Any reference to the name of Buyer or to any of Buyer's trade names or trademarks shall not be made unless Buyer has granted prior written approval.

16. APPLICABLE LAW:

16.1 The Purchase Order shall be governed by the laws of Germany.

16.2 The Uniform Act in respect of the conclusion of International Purchase agreement of moveables (CISG) and the Uniform Act in respect of the International Purchase of moveables (L.U.V.I.) are expressly excluded.

16.3 In order to facilitate the exchange of information in accordance with this agreement and in conformity with the laws and regulations of the United States and the European Union relating to the exportation of technical data, Seller and Buyer agree to comply fully with all relevant laws and regulations of the United States and the European Union.

17. JURISDICTION:
The competent Court at Berlin in Germany shall have exclusive jurisdiction to hear all disputes arising in connection with the terms and conditions of the Purchase Order and in connection with these General Conditions of Purchase.

18. EXPORT CONTROL COMPLIANCE:
Both Seller and Buyer agree to obtain any necessary export license or other documentation prior to the exportation or re-exportation of any product, technical data, software or software source code covered under the Contract or any direct product of such technical data, software or software source. Accordingly, neither Seller nor Buyer shall sell, export, re-export, transfer, divert or otherwise dispose of any such product, technical data, software or software source code directly or indirectly to any person, firm, entity, country or countries prohibited by U.S. or applicable non-U.S. laws. The responsible party shall secure, at its own expense, such licenses and export and import documents as are necessary for each respective party to fulfill its obligations under this Contract.

19. COMPLIANCE WITH ANTI-CORRUPTION LAWS:
Seller represents, warrants and undertakes to comply with any anticorruption law or similar legislation, codes, rules, policies and regulation applicable to the Buyer and/or to the performance of Seller’s obligations to provide Goods and/or Services in relations to any Purchase Order (“Anti-Corruption Laws”) and not take any action or permit, authorise or tolerate any action in violation of the Anti-Corruption Laws.

20. COMPLIANCE WITH DATA PROTECTION LAWS:
From time to time Buyer may transfer data acquired from Seller for the purpose of carrying out the performance of this Contract with any member of its group (which means subsidiaries, ultimate holding company and its subsidiaries worldwide). The data collected may be transferred to, and stored at, a destination outside the European Economic Area (“EEA”). It may also be processed by staff operating outside the EEA who work for Buyer. By Seller submitting data, Seller agrees to this transfer, storing or processing. Buyer will take reasonable steps necessary to ensure that Seller’s data is treated securely and in accordance with the practices contained in Regulation (EU) 2016/679.

21. CORPORATE SOCIAL RESPONSIBILITY:
Seller shall acknowledge and adhere to Buyer’s Supplier Code of Conduct, and all referenced policies and procedures as presented on Buyer’s Website at and as appropriate, in Buyer’s Global Supplier Quality Manual (QMS-104255). The provisions of the Supplier Code of Conduct are in addition to, and not in lieu of, the provisions of any legal agreement or contract between a Supplier and Buyer or any of its affiliates. We expect Suppliers to hold their supply chain, including subcontractors and third party labor agencies, to the same standards contained in the Supplier Code of Conduct. The Supplier Code of Conduct does not create any third-party beneficiary rights or benefits for Suppliers, subcontractors, their respective employees or any other party. Buyer’s Suppliers are advised that they may be subject to survey and audit by third parties on behalf of Buyer to verify compliance with the following provisions. Non-compliance or misrepresentation of compliance by a Supplier may result in sanctions, including, but not limited to, termination of their agreements with Buyer for default.