

## § 1 General - Scope of application

1. Our Terms and Conditions of Purchase shall apply exclusively to all - including future - contracts for deliveries and services (hereinafter uniformly referred to as "Delivery"), unless otherwise agreed in writing. Terms and conditions of the supplier or contractor (hereinafter uniformly referred to as "supplier") shall only apply if we agree to them in writing.
2. Our Terms and Conditions of Purchase apply exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law.

## § 2 Offer - Offer documents

1. Only orders placed in writing are binding.
2. The supplier is obliged to accept our order within a period of two weeks, otherwise we are no longer bound by the order.
3. We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents; they must be treated confidentially and may not be made accessible to third parties without our express written consent. They are to be used exclusively for production based on our order. They must be returned to us unsolicited after completion of the order.

## § 3 Prices - Terms of payment

1. The agreed price stated in the order is binding. Unless otherwise agreed in writing, the price shall include delivery DDP to the delivery address stated in the order (Incoterms® 2020), including packaging. The return of transport packaging and other packaging shall be at the Supplier's expense.
2. Invoices must be sent to us separately from the delivery of goods and must state the order number shown in the order. We shall not be responsible for any delays resulting from non-compliance with these obligations.
3. In addition, the invoices must contain all statutory invoice details that authorize us to deduct input tax.
4. Unless otherwise agreed in writing, we shall pay invoices within 14 days with a 3% discount or within 30 days net. Payment periods shall commence upon receipt by us.
5. The supplier is not authorized to assign claims arising from the contractual relationship to third parties without our prior written consent. § 354a HGB remains unaffected.

## § 4 Delivery / Delivery time

1. The supplier must provide the service itself. The supplier may only award subcontracts with our written consent.
2. The delivery notes with the required information on partial deliveries (in particular our order number, our article number and quantity) must be enclosed with the deliveries. If a delivery consists of several packages, the delivery note must state which products are contained in which package. Proper delivery and shipping documents must also be sent to our registered office if the delivery is made to the delivery address of a third party. They are only permissible if we agree to them in writing.
3. We are entitled to request changes to the design, delivery and delivery time for orders that have not yet been completely fulfilled, provided we have a reasonable interest in doing so, the supplier is technically capable of making the change and the requested change is reasonable.
4. Agreed delivery dates are binding. Compliance with the delivery dates shall be determined by receipt of the delivery at the place of destination. If a formal acceptance has been agreed or is provided for by law, successful acceptance shall be decisive.
5. If the Supplier defaults in whole or in part, it shall be obliged to pay 0.5% of the agreed total price of the delivery as a contractual penalty for each full week of default, but no more than 5% in total. The assertion can be made until the final invoice without prior reservation. Further statutory claims remain reserved. The supplier is at liberty to provide evidence of lower damages.
6. The supplier is obliged to send express shipments if this is necessary to meet the delivery deadline. Any additional freight costs incurred shall be borne by the supplier, unless the supplier is not responsible for the delay.
7. The supplier is obliged to inform us immediately if circumstances occur or become recognizable to him which indicate that the agreed delivery time cannot be met.
8. We are entitled to specify the mode of dispatch and the carrier. If we do not specify a shipping method or carrier, the supplier is obliged to choose the most favorable shipping method for us.
9. Partial deliveries are only permissible if we agree to them in writing.

## § 5 Transfer of risk - documents

The risk shall pass to us in accordance with DDP (Incoterms® 2020) at the destination specified in the order Incoterms® 2020. This shall also apply if, in exceptional cases, we engage our own transport personnel. If acceptance has been agreed or is required by law, the risk shall pass to us upon successful acceptance by a person authorized by us to do so.

## § 6 Quality

1. We expect the supplier to constantly align the quality of the goods to be delivered to us with the recognized state of the art and to inform us of possible improvements and technical changes. However, changes to the delivery item require our prior written consent in all cases.
2. The supplier warrants that the goods have the agreed quality upon delivery to us and are free of legal and material defects and comply with the recognized state of the art, the relevant laws, safety and accident prevention regulations, as well as the usual technical and quality assurance standards (e.g. DIN, EN/ISO, VDE, CE mark, ATEX standard). In particular, the EU Chemicals Regulation (EC No. 1907/2006 (REACH) and the EU Directive 2011/65/EU (RoHS) in their current versions must also be complied with. In the event of different implementation of the directives or interpretation of these standards, the German version shall prevail. In addition, the supplier shall also be liable for the marketability of the goods in other countries if he had to expect the goods to be exported there

## § 7 Outgoing and incoming goods inspection

1. The supplier is obliged to carry out an outgoing goods inspection. If the supplier manufactures the goods himself, he shall also carry out inspections during production. The deliveries must be accompanied by a test report or a certificate stating that the goods have been properly tested, how and with what result.
2. Upon receipt, we shall inspect the goods for defects which are obvious in a random external inspection, for transport damage recognisable on the outside of the packaging and for identity and missing quantities on the basis of the delivery documents. There is no further obligation to inspect; in this respect, the supplier waives the defense of delayed notification of defects. Insofar as a formal acceptance has been agreed or is provided for by law, there is no obligation to inspect.
3. If an overall inspection exceeding the scope of the incoming goods inspection specified in § 7.2 becomes necessary as a result of defective delivery, the supplier shall bear the costs for this, unless it is not responsible for the defect.

## § 8 Inspection for defects - Liability for defects

1. We shall be entitled to the statutory claims for defects in full; in any case, we shall be entitled to demand from the supplier, at our discretion, rectification of the defect or delivery of a new item within a reasonable period set by us. We expressly reserve the right to claim damages, in particular damages in lieu of performance.
2. The supplier shall bear all expenses for the purpose of subsequent fulfilment at the respective place of use of the goods. We shall inform the supplier of the place of use upon request.
3. We are entitled to remedy the defect ourselves at the supplier's expense if there is imminent danger or particular urgency.
4. The limitation period is 36 months, calculated from the transfer of risk or acceptance, depending on the agreement.

## § 9 Product liability - Indemnification - Liability insurance cover

1. Insofar as the supplier is responsible for product damage, he shall be obliged to indemnify us against claims for damages by third parties on first demand insofar as the cause lies within his sphere of control and organization and he himself is liable in relation to third parties.
2. We shall inform the supplier in good time of the content and scope of the recall measures to be carried out - as far as possible and reasonable - and give him the opportunity to comment. Other statutory claims shall remain unaffected.
3. The supplier undertakes to maintain a public liability insurance with extended product liability with a sum insured of € 10 million per personal injury / property damage - as a lump sum - for the duration of this contract, i.e. until the respective expiry of the limitation period for defects.

## § 10 Property rights

1. The supplier warrants that no industrial property rights, other rights or business or trade secrets of third parties within the Federal Republic of Germany and the EU are infringed by the goods and their intended use
2. If claims are asserted against us by a third party due to the infringement of industrial property rights or copyrights by the goods, the supplier shall be obliged to indemnify us against these claims upon first written request. We shall not enter into any agreement with the third party regarding the subject matter of the dispute without the supplier's consent, in particular we shall not enter into any settlement.
3. In addition, the supplier shall reimburse us for all expenses necessarily incurred by us from or in connection with the claim by a third party
4. The above warranty obligation of the supplier shall not apply if the supplier has manufactured the delivery items according to drawings, models or other descriptions or information provided by us and does not know or, in connection with the products developed by him, does not have to know that industrial property rights are infringed as a result.

## **§ 11 Compliance**

1. The supplier undertakes to comply with the relevant statutory regulations on the treatment of employees, environmental protection and occupational safety and to work to minimize the adverse effects of its activities on people and the environment. To this end, the supplier shall establish and further develop a management system in accordance with ISO 9001 and endeavor to establish a management system in accordance with ISO 14001. Furthermore, the supplier shall observe the principles of the UN Global Compact Initiative. These essentially concern the protection of international human rights, the right to collective bargaining, the abolition of forced labour and child labour, the elimination of discrimination in recruitment and employment, responsibility for the environment and the prevention of corruption.
2. In the event that the supplier repeatedly and/or despite a corresponding notice behaves unlawfully and does not prove that the violation of the law has been remedied as far as possible and that appropriate precautions have been taken to avoid future violations of the law, we have the right to withdraw from existing contracts or to terminate them for good cause without notice and without compensation.

## **§ 12 Place of jurisdiction - place of fulfilment - applicable law**

1. The place of fulfilment and exclusive place of jurisdiction for deliveries and payments as well as all disputes arising between the parties from and in connection with the orders is our registered office. However, we are also entitled to sue the supplier at the place of his registered office.
2. The law of the Federal Republic of Germany shall apply to the exclusion of the uniform UN Convention on Contracts for the International Sale of Goods (CISG = United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980).

General Management, Gottenheim, 01/2025