

**GENERAL TERMS AND CONDITIONS OF PURCHASE****Version: June 2023****§ 1 Scope of Application**

- 1.1. Our General Terms and Conditions of Purchase shall apply to all - including future - legal transactions between the contracting parties.
- 1.2. Our Terms and Conditions of Purchase shall apply exclusively; we do not recognise any terms and conditions of the Supplier that conflict with or deviate from our Terms and Conditions of Purchase unless we have expressly agreed to their validity in writing. Any deviating or additional terms and conditions of the contractual partner - hereinafter referred to as "Supplier" - shall not apply - even if we do not object to them in individual cases - unless we expressly acknowledge them. In this case they shall only apply to the respective individual contract.
- 1.3. Our General Terms and Conditions of Purchase shall only apply to entrepreneurs within the meaning of § 14 of the BGB [German Civil Code].
- 1.4. Should any provision of our General Terms and Conditions of Purchase be or become invalid, the validity of all other provisions shall not be affected.

**§ 2 Offer/Acceptance**

- 2.1. The Supplier must adhere precisely to the enquiry in the offer and expressly point out any deviations.
- 2.2. The Supplier shall accept our offer within a period of two weeks from receipt of the order by means of an order confirmation or by dispatching the ordered goods. Text form in the meaning of § 126 b BGB [German Civil Code] is sufficient for the order as well as the order confirmation. A belated acceptance of our order shall be deemed a new offer on the part of the Supplier and shall require acceptance by us.

**§ 3 Prices/Conditions of Payment**

- 3.1. The price stated in the order shall be binding. In the absence of any written agreement to the contrary (e-mail or fax shall suffice), the price shall include all services and ancillary services of the Supplier (e.g. installation and assembly) as well as all ancillary costs (including delivery "DAP" including packaging, transport costs and any transport and/or liability insurance). Return shipment of empties and packaging material, unless disposable packaging, shall be made at the Supplier's expense.
- 3.2. The prices are exclusive of the applicable value added tax.
- 3.3. We can only process invoices if we receive them separately from the delivery of goods and if the respective - in accordance with the specifications of our order - order number is stated on the invoice; the Supplier shall be responsible for all consequences arising from non-compliance with this obligation, unless he can prove that he is not responsible for the breach of duty.
- 3.4. Unless otherwise agreed in writing, we shall pay the purchase price on the 15th day of the month following delivery with a 3% discount or net within 90 days after receipt of the invoice.
- 3.5. We shall be entitled to the full statutory rights of set-off and retention. We shall be entitled to assign any and all claims arising from the purchase contract without the consent of the Supplier. The Supplier shall not be entitled to assign claims arising from the contractual relationship to third parties without our prior written consent.

**§ 4 Delivery/Delivery Time**

- 4.1. The Supplier itself shall provide the services or goods. The Supplier may only subcontract with our expressed written consent (e-mail or fax is sufficient here).
- 4.2. The deliveries must correspond to the order in terms of quality, quantity, and delivery times.
- 4.3. We shall be entitled to demand changes in construction, delivery and delivery time for orders that have not yet been fully fulfilled, insofar as we have a comprehensible interest in doing so, the Supplier is technically capable of the change and the requested change is reasonable for the Supplier.
- 4.4. Agreed delivery dates are binding; the Supplier warrants the delivery on time.
- 4.5. In the event of a delay in delivery, we reserve all statutory claims. In particular, we shall be entitled, after the fruitless expiry of a reasonable additional period, to claim damages for delay in addition to fulfilment or damages for non-fulfilment in lieu of fulfilment, or to withdraw from the contract. If we claim damages, the Supplier shall be entitled to prove to us that he is not responsible for the breach of duty.
- 4.6. Additional freight costs for expressed shipments which result from non-compliance with the agreed delivery period shall be borne by the Supplier.
- 4.7. The Supplier is obliged to inform us immediately if circumstances arise or become apparent to him from which it emerges that the agreed delivery time cannot be met.

**§ 5 Transfer of Risk/Documents**

- 5.1. Unless otherwise agreed in writing, delivery shall be made "DAP" to the place of delivery specified in the order. If the place of delivery is not specified in the order and nothing else has been agreed in writing, the delivery shall be made to our registered office at Strohgäustraße 20, D-70435 Stuttgart, Germany. The place of delivery shall also be deemed to be the place of fulfilment for the delivery (obligation to deliver). The risk of accidental loss shall not pass to us until the delivered services or goods have been properly handed over and accepted.
- 5.2. The Supplier shall be obliged to state our exact order number on all shipping documents and delivery bills; if the Supplier fails to do so, we shall not be responsible for delays in processing.

**§ 6 Quality**

- 6.1. The Supplier warrants that its goods and services have the properties, quality and characteristics specified in the order and that they comply with the specifications, drawings, samples, and other descriptions provided by us.

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- 6.2. The Supplier warrants that its goods and services do not have any deficiencies impairing their value or suitability, that they comply with any subjective requirements (§ 434 para. 2 BGB [*German Civil Code*]) and/or objective requirements (§ 434 para. 3 BGB [*German Civil Code*]) as well as any assembly requirements (§ 434 para. 4 BGB [*German Civil Code*]), that they have any guaranteed quality, that they comply with the generally recognised rules of technology, the latest regulations of the authorities, all relevant German and European safety and environmental regulations, the Equipment Safety Act [*Gerätesicherheitsgesetz*], the respectively valid safety requirements and occupational health and safety requirements.
- 6.3. If initial or selection samples are required, the Supplier may not commence series production until we have given our expressed written consent.
- 6.4. We expect the Supplier to inform us of possible improvements and technical modifications. Changes of delivered goods and services, however, require our prior written consent in all cases.
- 6.5. The Supplier shall carry out a quality control which is suitable in terms of type and scope and which corresponds to the latest state of technology. The Supplier is obliged to maintain an up-to-date and, in individual cases, suitable quality assurance system in accordance with ISO 9001 or equivalent and to manufacture its products in accordance with this quality assurance system.
- 6.6. The Supplier undertakes to ensure the traceability of all products and all materials and substances used in the products delivered to us.
- 6.7. The Supplier agrees to deliver only products from the European Union and States that have a preferential agreement. If possible, the Supplier shall, at our request, issue long-term supplier declarations for all products procured by him.

### **§ 7 Inspection for Defects/Liability for Defects**

- 7.1. We shall be obliged to inspect the goods within a reasonable period for any recognisable deviations in quality and quantity. Our obligation to inspect is limited to those external defects which become apparent during a visual inspection or which are recognisable during a quality control carried out by means of random sampling. Our notice of defect is in any case timely if it is made within a period of 10 calendar days, calculated from the date of receipt of the goods or, in the case of hidden defects, from the date of discovery.
- 7.2. We reserve all statutory rights for defects in full; in any case we shall be entitled to demand from the Supplier, at our discretion, remedy of the defect or delivery of a new item. The right to claim damages, in particular damages in lieu of fulfilment, and the right to claim for loss of profit are expressly reserved.
- 7.3. The obligation of subsequent fulfilment shall also include the removal of the defective goods and the re-installation if the goods, by their nature and purpose of use, were integrated into another product or attached to another item. Any statutory claims for reimbursement of expenses to which we are entitled shall remain unaffected. Any expenses required for inspection and subsequent fulfilment shall be borne by the Supplier, even if it turns out that there was no defect. Liability for damages in the event of an unjustified request for remedy of a defect against us only exists if we had recognized or were grossly negligent in not recognising that there was no defect.
- 7.4. Notwithstanding the provisions contained in § 7.3 of this clause, the following shall apply: If the Supplier fails to meet his obligation of subsequent fulfilment - at our discretion by remedy of the defect (rectification) or by delivery of a defect-free item (replacement) - within a reasonable period set by us, we shall be entitled to remedy the defect ourselves and to demand reimbursement from the Supplier of all the expenses incurred for this purpose or an appropriate advance payment. If the subsequent fulfilment by the Seller has failed or is unreasonable for us (e.g. because of particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline needs to be set; we shall inform the Seller of such circumstances without delay, if possible, in advance.
- 7.5. If the Supplier's remedy fails or is unreasonable for us (e.g. imminent danger or urgency) or if the Supplier does not fulfill his obligation to remedy the defect, we shall be entitled to remedy the defect ourselves at the Supplier's expense.
- 7.6. The statutory limitation periods shall apply. In deviation from this, the limitation period in the case of § 438 para. 1 No. 3 BGB [*German Civil Code*] shall be 36 months, calculated from the date of transfer of risk.
- 7.7. If the goods are completely renewed, the limitation period shall start anew; in the case of partial renewal, this shall apply to the renewed parts. The recommencement of the limitation period does not occur if the Supplier recognisably does not act in compliance with his obligation to remedy the defect.

### **§ 8 Product Liability/Exemption/Liability Insurance Cover**

- 8.1. To the extent that the Supplier is responsible for damages resulting from his products, the Supplier shall be obliged to indemnify us against claims for damages by third parties at our first request to the extent as the cause lies within the Supplier's sphere of control and organization and the Supplier itself is liable in relation to third parties.
- 8.2. Within the scope of his liability for cases of damage within the meaning of para. § 1, the Supplier shall also be obliged to reimburse any expenses pursuant to §§ 683, 670 BGB [*German Civil Code*] which arise from or in connection with a recall action carried out by us. If possible and reasonable we shall inform the Supplier about the content and scope of recall measures to be carried out and give the Supplier the opportunity to comment. Other statutory claims remain unaffected.

### **§ 9 Supplier Recourse**

- 9.1. In addition to our other claims for defects, we shall be entitled to the legally determined recourse claims within a supply chain (Supplier recourse pursuant to §§ 445a, 445b, 478 BGB [*German Civil Code*]). In particular, we shall be entitled to demand from our Suppliers exactly the type of subsequent fulfilment (repair or replacement delivery) that we owe to our customer in the individual case. Our statutory right of choice (§ 439 para. 1 BGB [*German Civil Code*]) shall not be restricted by this.
- 9.2. We shall notify our Supplier and request a written statement with a brief description of the facts before we accept a claim for defects asserted by our customer (including reimbursement of expenses in accordance with §§ 445a para. 1, 439 para. 2 and 3 BGB [*German Civil Code*]). If we do not receive a substantiated statement and a concrete proposal for solution within a reasonable period, and if no amicable solution is brought about, the claim for defects actually granted by us shall be deemed to be owed to our customer. The Supplier shall, however, be entitled in this case to provide evidence to the contrary.
- 9.3. Our claims from supplier recourse shall also apply if the defective goods have been further processed, mixed, or combined by us or another entrepreneur.

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The Supplier shall maintain liability insurance at its own expense for damages caused by it, its personnel or its agents through services rendered, work delivered or objects, with a maximum coverage of € 10 million per personal injury/property damage – as a lump sum - and assigns to us all insurance claims arising from the insurance. We accept the assignment. If we are entitled to further claims for damages, they shall remain unaffected. The amount of the cover per loss event shall be submitted to us upon request.

**§ 11 Industrial Property Rights**

- 11.1. The Supplier shall be responsible for ensuring that no rights of third parties within the Federal Republic of Germany and the EU are infringed in connection with his delivery.
- 11.2. If claims are asserted against us by a third party due to the infringement of industrial property rights, the Supplier shall be obliged to indemnify us against such claims upon our first written request. We are not entitled to make any agreements with the third party without the Supplier's written approval, in particular not to conclude a settlement.
- 11.3. The Supplier's obligation to indemnify us shall apply to all expenses necessarily incurred by us because of or in connection with the claim by a third party.
- 11.4. The aforementioned obligation of the Supplier to indemnify shall not apply if the Supplier has manufactured the delivery items according to drawings, models, descriptions, or information equivalent thereto provided by us and does not know or, in connection with the products developed by him, does not need to know that industrial property rights are thereby infringed.
- 11.5. The limitation period for these indemnification claims shall be 3 years, calculated from our knowledge of the claim by the third party.

**§ 12 Retention of Title/Provision of Tools/Secrecy**

- 12.1. We only recognise a simple proprietary right of the Supplier to goods delivered by him.
- 12.2. We reserve title and copyright to illustrations, drawings, calculations, and other documents; they may not be made accessible to third parties without our expressed written consent. They are to be used exclusively for production based on our order. After completion of the order, they are to be returned to us without being requested to do so. They must be kept secret from third parties.
- 12.3. The provision of § 12.1 of this clause shall apply mutatis mutandis to all materials (including software, finished and semi-finished products), samples, tools and other items provided by us.
- 12.4. Material provided by us remains our property. If it is processed, our ownership extends to the new item. In the event of processing, combination or mixing with third-party items, we shall acquire co-ownership in the ratio of the value of our material (purchase price plus VAT) to the third party items at the time of processing, combination or mixing.
- 12.5. The Supplier shall be obliged to keep the goods subject to retention of title and the products resulting from processing, mixing or combining in safe custody, to maintain and repair them at his own expense and to insure them against loss and damage at his own expense to the extent required by a prudent businessman. The Supplier hereby assigns to us in advance his claims in this respect under the insurance contracts.
- 12.6. The Supplier is obliged to use the tools exclusively for the manufacture of the goods ordered by us. The Supplier shall be obligated to insure the tools belonging to us at replacement value against fire, water and theft damage at his own expense. At the same time, the Supplier hereby assigns to us all claims for compensation arising from this insurance; we hereby accept the assignment. The Supplier is obliged to carry out any necessary maintenance and inspection work on our tools as well as all maintenance and repair work at his own expense and in good time. He shall notify us immediately of any malfunctions; if he culpably fails to do so, claims for damages shall remain unaffected.
- 12.7. The Supplier is obliged to keep all illustrations, drawings, calculations and other documents and information received strictly confidential. They may only be disclosed to third parties with our expressed prior written consent. This obligation to maintain secrecy shall also apply after the execution of this contract; it shall expire if and to the extent that the production knowledge contained in the illustrations, drawings, calculations, and other documents has become publicly available.
- 12.8. To the extent that the security rights to which we are entitled pursuant to § 12.3 or § 12.4 of this clause exceed the purchase price of all our reserved goods not yet paid for by more than 10 %, we shall be obliged to release the security rights at our discretion at the request of the Supplier.
- 12.9. In the event of loss of or damage to the machines, apparatus, etc. provided by the supplier, we shall not be liable – except in cases of intent or gross negligence.

**§ 13 Secrecy**

The Supplier is obliged to treat our orders and all associated commercial and technical details as our trade secret. The Supplier is liable for ensuring that this obligation is also passed on to all his employees, subcontractors, Suppliers, etc., for whose actions (as a vicarious agent or assistant) he is also liable.

**§ 14 Due Diligence Obligations in the Supply Chain**

- 14.1. The Supplier assures to observe human rights and environmental due diligence obligations, in particular the due diligence obligations listed in the German Supply Chain Due Diligence Act [*Lieferkettensorgfaltspflichtengesetz – LkSG*]), in an appropriate manner with the aim of avoiding or minimising human rights or environmental risks or ending the violation of human rights or environmental obligations.
- 14.2. The Supplier undertakes to provide training and further education to ensure compliance with its contractual assurances. The Supplier undertakes to agree with its Suppliers on compliance with human rights and environmental due diligence obligations and to agree on suitable contractual control mechanisms to verify compliance with human rights and environmental rights.
- 14.3. In the event of actual indications of a violation of human rights or environmental obligations, the Supplier shall, upon request, provide us with all necessary information and disclosures and, after giving us reasonable advance notice, allow us to conduct on-site inspections at its premises or

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that we can verify the Supplier's compliance with the provisions of § 14.1. In the event of a breach of statutory human rights or environmental obligations, the Supplier shall inform us immediately and, together with us, plan and take appropriate remedial action suitable to prevent, end or minimise the extent of any breach. In such cases, the Supplier shall inform us immediately of its knowledge of such violations.

**§ 15 Safety Regulations/Compliance**

- 15.1. The Supplier undertakes to comply with the legal provisions and regulations applicable in the respective individual case with regard to environmental protection, occupational safety, accident prevention, energy efficiency in accordance with ISO 50001, transport and plant safety as well as as our general and site-related regulations, which we shall make available to the Supplier on request.
- 15.2. The Supplier undertakes to observe and comply with the requirements of Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH Regulation), including all supplements, implementing legislation, explanations and communications of the European Commission and the European Chemicals Agency, as well as all national legislation applying or interpreting such obligations.
- 15.3. The Supplier undertakes to indemnify us against all claims resulting from a breach of the Supplier's obligations under the REACH Regulation.
- 15.4. The Supplier warrants to us that it will comply with all applicable anti-bribery and anti-corruption laws. The Supplier guarantees us in particular that neither he himself nor any employee of the Supplier will receive any benefit in connection with the provision of services to us that is not shown in the invoice.

**§ 16 Import and Export Regulations/ Dangerous Goods**

- 16.1. The goods delivered to us must fulfil the conditions of origin of the preferential agreements of the European Union, unless expressly stated otherwise in the order confirmation. In the case of deliveries and services of the Supplier which are made from a country belonging to the EU outside Germany, the EU VAT identification number of the Supplier must be stated. Imported goods must be delivered duty paid. The Supplier undertakes to provide the declarations and information requested by us, to permit inspections by the customs authorities and to provide the necessary official confirmations at its own expense.
- 16.2. The Supplier further undertakes to inform us in detail and in writing of any licensing requirements for (re-)exports in accordance with German, European and international export and customs regulations as well as export and customs regulations of the country of origin of the goods and services.
- 16.3. If goods delivered to us are hazardous materials or if they are subject to official hazardous goods regulations, the Supplier shall inform us comprehensively and in good time about the nature of the hazard and any necessary precautionary measures.

**§ 17 Place of Jurisdiction/Place of Performance/Applicable Law**

- 17.1. The exclusive place of jurisdiction for deliveries and services and payments (including actions on cheques) as well as for all disputes arising between the parties from the contracts concluded between them shall be the place of our registered office, insofar as the Supplier is a merchant within the meaning of the German Commercial Code [*Handelsgesetzbuch*]. However, we shall also be entitled to take legal action at the place of performance or at the place of the Supplier's registered office.
- 17.2. The law of the Federal Republic of Germany shall apply with the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) of 11.04.1980.

**Special Note:**

For the purpose of establishing, implementing or terminating the contractual relationship, we store and process data of the Supplier in accordance with the statutory provisions, in particular the DSGVO and the Federal Data Protection Act [*Bundesdatenschutzgesetz*]. We reserve the right to forward this data to third parties if it is necessary for the establishment, implementation or termination of legal obligations in connection with orders under these terms and conditions.

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