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### **I. Validity**

1. These General Terms and Conditions of Purchase shall apply to all - also future - orders for goods, services and services and contract work and their processing vis-à-vis companies within the meaning of Section 14 (1) of the German Civil Code (BGB). We shall not recognize any terms and conditions of the Seller that conflict with or deviate from these Terms and Conditions of Purchase, unless otherwise stipulated in these Terms and Conditions of Purchase or in the contract with the Seller. If we accept the goods without express objection, it may not be inferred from this under any circumstances that we have accepted the Seller's conditions.
2. Verbal agreements made by our employees shall only become binding upon our confirmation in text form.
3. The preparation of offers is free of charge and non-binding for us.
4. The Incoterms in their latest version shall be decisive for the interpretation of commercial clauses.

### **II. Pricing**

1. The agreed price is a fixed price.
2. In the case of pricing "free domicile", "free place of destination" and other "free/prepaid" deliveries, the price includes the freight and packaging costs. In the case of carriage forward delivery, we shall only pay the most favorable freight costs, unless we have specified a special type of shipment.

### **III. Quality/Environment**

The Seller shall establish and maintain a documented quality assurance and environmental management system which is suitable in terms of type and scope and which corresponds to the state of the art. He shall keep records, in particular of his quality inspections, and make them available to the Buyer upon request. The Seller hereby consents to quality/environmental audits to assess the effectiveness of its quality assurance and environmental management system by the Buyer or by a representative of the Buyer.

### **IV. Payment**

1. In the absence of any other agreement or more favorable conditions of the seller, payments shall be made within 14 days less 3% discount, within 21 days less 2% discount or within 30 days net cash.
2. Payment and discount periods shall run from receipt of the invoice, but not before receipt of the goods or, in the case of services, not before their acceptance and, if documentation, test certificates (e.g. works certificates) or similar documents are part of the scope of services, not before their hand-over to us in accordance with the contract.
3. Payments are made by check or bank transfer. The payment is on time if the check was sent by mail on the due date or the bank transfer was ordered at the bank on the due date.

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4. Interest on arrears cannot be claimed. The default interest rate shall be 5 percentage points above the base interest rate. In any case, we are entitled to prove a lower damage caused by default than demanded by the seller.

5. We shall be entitled to rights of set-off and retention to the extent provided by law. In particular, we shall be entitled to retain the purchase price if and as long as agreed test certificates according to EN 10204 are not delivered to us.

**V. Delivery periods / delay in delivery**

1. Agreed delivery dates and deadlines are binding. Impending delays in delivery must be notified to us immediately in text form. At the same time, suitable countermeasures to avert the consequences shall be proposed to us.

2. Decisive for compliance with the delivery date or the delivery period is the receipt of the goods by us, unless otherwise agreed in text form.

3. If the Seller is in default of delivery, we shall be entitled, unless otherwise agreed, to charge a lump-sum compensation of 0.2% of the order value per day, but not more than 5% of the order value, without providing evidence, unless the Supplier proves that we have incurred lesser damage in the individual case. The assertion of further damage caused by delay on the basis of statutory claims shall remain unaffected. In particular, we shall be entitled to claim damages instead of performance after the fruitless expiry of a reasonable grace period set by us. Our claim to the delivery shall not be excluded until the seller has paid the damages.

4. The Seller may only invoke the absence of necessary documents to be supplied by us if he has not received the documents even after a reminder in text form.

**VI. Retention of title**

1. With regard to the Seller's rights of retention of title, the Seller's terms and conditions shall apply with the proviso that title to the goods shall pass to us upon payment thereof and, accordingly, the extension form of the so-called current account reservation shall not apply.

2. On the basis of the retention of title, the seller can only demand the return of the goods if he has previously withdrawn from the contract.

**VII. Execution of deliveries and transfer of risk**

1. The Seller shall bear the risk of accidental loss and accidental deterioration, even in the case of "carriage paid" and "free domicile" deliveries, until the goods are handed over at the place of destination.

2. Partial deliveries require our consent.

3. Excess or short deliveries are only permitted within the scope customary in the trade.

4. Packaging costs shall be borne by the seller unless otherwise agreed in text form. If we bear the costs of packaging in an individual case, this shall be charged to us at the most reasonable rate. The obligations to take back the packaging shall be governed by the Packaging Act of 05.07.2017 with the

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proviso that the return shall always take place at our registered office, unless otherwise agreed. The costs for the return transport and the disposal of the packaging shall in any case be borne by the seller.

**VIII. Declarations of originating status**

1. Upon our request, the Seller shall provide us with a supplier's declaration on the preferential origin of the goods and/or a certificate of origin on the non-preferential origin of the goods.

2. In the event that the Seller makes declarations regarding the preferential or non-preferential origin of the goods sold, the following shall apply:

a) The Seller undertakes to enable the verification of proofs of origin by the customs administration and to provide both the necessary information and any required confirmations.

b) The seller is obliged to compensate the damage caused by the fact that the declared origin is not recognized by the competent authority as a result of incorrect certification or lack of possibility of verification, unless he is not responsible for these consequences.

**IX. Liability for defects and limitation**

1. The Seller shall provide us with the goods free of material defects and defects of title. In particular, he shall warrant to us that his deliveries and services comply with the recognized rules of technology and the contractually agreed properties and standards.

2. The goods shall be inspected for quality and completeness upon receipt to the extent reasonable and technically possible for us. In the absence of concrete indications of a defect, only examinations of the external condition visible to the naked eye shall be deemed reasonable within the scope of the incoming inspection, but not examinations of the internal condition of the goods. Notifications of defects shall be deemed to be in time if they are received by the Seller within eight working days by letter, fax, e-mail or telephone. The period for notification of defects shall commence at the time at which we - or in the case of drop shipment our customers - have or should have discovered the defect.

3. If the goods have a material defect, we shall be entitled to the statutory rights at our discretion. A remedy by the seller shall be deemed to have failed after the first unsuccessful attempt. We shall also have the right to withdraw from the contract if the Seller's breach of duty in question is only insignificant.

4. We may also demand compensation from the Seller for those expenses in connection with a defect which we have to bear in relation to our customer if the defect was already present when the risk passed to us.

5. A limitation period of 36 months shall apply to our claims for defects. The period shall commence with the timely notification of defects within the meaning of No. 2 above. The Seller's liability for defects shall end no later than ten years after delivery of the goods. This limitation shall not apply if our claims are based on facts which the Seller knew or could not have been unaware of and which he did not disclose to us.

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6. The Seller hereby assigns to us - on account of performance - all claims to which it is entitled against its upstream suppliers on account of and in connection with the delivery of defective goods or goods lacking guaranteed characteristics. He shall hand over to us all documents required for the assertion of such claims.

**X. Payment of the statutory minimum wage**

1. For our orders for services or work performance within Germany, the supplier undertakes to comply with the provisions of the Minimum Wage Act ("Gesetz zur Regelung des allgemeinen Mindestlohns" of 11 August 2014, as amended). The supplier assures to pay the statutory minimum wage to its employees and also to obligate its subcontractors and any other contractors used by them accordingly. The supplier declares that it is not excluded from awarding public contracts.

2. In the event that services or works are rendered in the economic sectors or economic divisions specified in Section 2a of the Act on Combating Clandestine and Illegal Employment, the following shall apply:

a) Upon request, the supplier shall be obliged to provide us at any time with evidence of the payment of the minimum wage by the contractor and, if applicable, its subcontractors for the period of the last two years relevant for the record-keeping obligation pursuant to Section 17 MiLoG. This proof shall be provided by submitting corresponding records of hours worked and remuneration paid for this.

b) Furthermore, the supplier shall grant us access to the relevant (anonymous) payrolls at any time upon request.

c) In the event of non-compliance with these obligations to provide evidence, a contractual penalty of 10,000 euros per incident shall be forfeited.

3. In the event of our being held liable in this respect by third parties (§ 13 MiLoG, § 14 AEntG), the supplier shall indemnify us against all claims, including legal defense costs, upon first written request.

4. Should the contractor violate the regulations listed here, we are entitled to terminate the contractual relationship extraordinarily without notice. This shall also apply in the event of a breach of the agreed obligations to provide evidence by the supplier.

**XI. Supplementary conditions for contract work and other services**

1. All goods provided by us for processing or other treatment shall remain our property. Treatment and processing of our goods shall be carried out for us as manufacturer within the meaning of § 950 BGB (German Civil Code) without obligating us.

2. The seller or contractor undertakes to store the goods separately and to mark them as our property. Upon request, he shall provide us with proof of this.

3. The seller / contractor undertakes to insure the goods provided to him properly and sufficiently. He shall be liable for damages, mix-ups or other impairments of our goods in accordance with the statutory provisions.

**XII. Place of performance, place jurisdiction, applicable law and data protection**

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1. Unless otherwise agreed, the place of performance for the delivery shall be our registered office.
2. The place of jurisdiction is our registered office. We may also sue the seller at his place of jurisdiction as well as at the place of jurisdiction of our branch office registered in the commercial register with which the contract was concluded.
3. All legal relations between us and the Seller shall be governed by German law in addition to these Terms and Conditions, including the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980.
4. The data of our suppliers are stored and processed by us in accordance with the requirements of the DSGVO.