

Terms and Conditions of Purchase

January 2024



1. Scope of application

- 1.1 These Terms and Conditions of Purchase shall apply to all business transactions (deliveries and services) with the supplier. They shall only apply if the supplier is an entrepreneur within the meaning of Section 14 German Civil Code (BGB), a legal entity under public law or a special fund under public law.
- 1.2 These Terms and Conditions of Purchase shall apply exclusively. Any deviating, conflicting or supplementary general terms and conditions of the supplier shall only become part of the contract if and insofar as we have expressly agreed to their validity in writing. This requirement of consent shall apply in any case, for example, even if the supplier refers to its GTC in the order confirmation, and we do not expressly object to this.
- 1.3 Unless otherwise agreed, our Terms and Conditions of Purchase in the version valid at the time of our order (or in any case in the version last communicated to the supplier in text form) shall also apply as a framework agreement for similar future contracts without us having to explicitly refer to these again in each individual case.

2. Contract conclusion

- 2.1 The preparation and submission of offers and cost estimates by the supplier shall be non-binding and free of charge for us in every respect.
- 2.2 Should the supplier not confirm our order in writing within a period of two weeks at the latest, we shall be authorised to cancel our order.
- 2.3 Insofar as our order or the documents or data on which it is based contain obvious errors, typing or calculation errors, we shall not be liable in this respect. In such cases, the supplier shall instead be obligated to inform us of the relevant errors in writing or in text form so that we are able to correct and renew our order. Should demonstrably necessary documents not have been sent with the order, this obligation shall apply accordingly.
- 2.4 If the order confirmation deviates from the order, in particular, with regard to price or delivery time details, the supplier must emphasise these deviations in its order confirmation. The supplier shall also notify us in writing or in text form of any changes to the contractual terms and conditions or order details and/or order terms and conditions. These deviations shall only become part of the contract if they are confirmed by us in writing.

3. Prices

- 3.1 Unless otherwise agreed in writing, agreed prices shall be fixed prices and binding, and shall include – unless otherwise agreed in writing – all costs for packaging, transport to the agreed place of receipt or dispatch (delivery DDP Incoterms 2020), for customs formalities and customs duties, as well as other ancillary costs (e.g. tolls and overheads). Unless otherwise agreed, the place of delivery shall be our registered office. The applicable value added tax is included in the price, unless it is expressly designated as a net price. The agreed prices are fixed prices and include freight, packaging and other ancillary costs free to the receiving centre specified by us.
- 3.2 The price risk, in particular, the calculation risk and the risk of changes in raw material prices and/or changes in procurement costs for required services, shall be borne exclusively by the supplier. For the avoidance of any doubt – and in the absence of any express agreement to the contrary – such changes in procurement costs and/or raw material costs shall not give rise to any claim for price adjustment or any right to a delivery stop on the part of the supplier, and shall not constitute a case of force majeure and/or disruption of the basis of the transaction.
- 3.3 We shall be entitled to the rights of set-off and retention, as well as the defence of non-performance of the contract to the extent permitted by law. In particular, we shall be entitled to withhold due payments as long as we are still entitled to claims against the supplier arising from any incomplete or defective services.
- 3.4 The supplier shall only have a right of set-off or retention on the basis of legally established or undisputed counter-claims.

4. Deadlines and delivery delays

- 4.1 Agreed dates and deadlines shall be binding, and must be strictly adhered to. The decisive consideration for this shall be the receipt of the goods by us or at the agreed receiving centre or the receiving centre specified by us.

- 4.2 Should agreed deadlines not be met, the statutory provisions shall apply. As soon as the supplier recognises that there may be delays in delivery, the supplier must inform us immediately in writing, stating the reasons and the expected duration of the delay. This shall not affect the binding nature of the agreed delivery date.
- 4.3 Should the delivery be made before the specified date, we shall be entitled to reject the goods. Partial deliveries may also be rejected by us unless we have expressly agreed to them or they are reasonable for us.
- 4.4 The unconditional acceptance of a delayed delivery or service shall not constitute a waiver of the claims to which we are entitled due to the delayed delivery or service.
- 4.5 In the event of a delay in delivery and/or performance, we shall be entitled to demand a contractual penalty amounting to 0.5% of the net remuneration of said delayed delivery or performance per completed week of delay, but not more than a total of 5% of the net remuneration of the delayed delivery or performance; we hereby reserve the right to assert further statutory claims, in particular, claims for damages, but with full offsetting of the contractual penalty.

5. Transfer of risk

The risk of accidental loss and accidental deterioration of the goods shall pass to us upon handover at the place of fulfilment. If acceptance has been agreed, this shall be decisive for the transfer of risk. The statutory provisions of the law pertaining to contracts for work and services shall also apply accordingly in the event of acceptance. Should we be in default of acceptance, this shall be deemed equivalent to handover or acceptance.

6. Type and scope of service

- 6.1 Details in our order and in our call-offs with regard to the type, quality, dimensions, weight, quantities, scope, etc., of the delivery/service shall be binding, and must be complied with by the supplier.
- 6.2 For quantities, dimensions and weights, the values determined by us during the incoming goods inspection shall be authoritative, subject to proof to the contrary.

7. Goods in inspection and complaints

All pertinent statutory provisions (Sections 377, 381 German Commercial Code [HGB]) shall apply to the commercial obligation to inspect and issue a notice of defects with the following proviso: our obligation to inspect goods shall be limited to defects which become apparent during our goods in inspection under external examination – including the delivery documents (e.g. transport damage, incorrect and short delivery), or which are recognisable during our quality control in the random sampling procedure. If acceptance has been agreed, there shall be no obligation to inspect. Furthermore, it shall depend on the extent to which an investigation is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to issue a notice of defects discovered at a later stage shall remain unaffected. Notwithstanding our obligation to inspect, our complaint (notification of defects) shall be deemed to have been made immediately (and in good time) if it is sent within 10 calendar days of discovery or, in the case of obvious defects, of delivery.

8. Material defects and defects of title

- 8.1 The statutory provisions and, exclusively in our favour, the following supplements and clarifications shall apply to our rights in the event of material defects and defects of title of the goods (including incorrect and short deliveries, as well as improper assembly/installation or defective instructions) and in the event of other breaches of duty by the supplier.
- 8.2 The supplier shall be responsible for ensuring that the goods delivered and services rendered are of the agreed quality at the time of transfer of risk, and comply with all pertinent statutory and official provisions applicable to their distribution or use. In any case, those product descriptions which – in particular, by designation or reference in our order – are the subject of the respective contract or have been included in the contract in the same way as these Terms and Conditions of Purchase, shall be deemed to be an agreement on the quality. It is of no difference as to whether the product description comes from us, the supplier or the manufacturer.

The deliveries and services must comply with the latest technological standards applicable at the time of delivery or foreseeable for the future, as well as other statutory provisions, technical test regulations

- and accident prevention regulations. Unless otherwise agreed, the goods must comply with the currently valid DIN or EN standards in terms of quality and dimensional accuracy.
- 8.3 In the case of goods with digital elements or other digital content, the supplier shall be responsible for providing (and updating) the digital content to the extent that this results from a quality agreement pursuant to (2) or other product descriptions of the manufacturer or on its behalf, in particular, on the Internet, in advertising or on the goods label.
- 8.4 We shall not be obligated to inspect the goods or make special enquiries about any defects upon contract conclusion. In partial deviation from Section 442 (1) Sentence 2 German Civil Code (BGB), we shall, therefore, be entitled to assert claims for defects without restriction even if the defect remained unknown to us at the time of contract conclusion due to gross negligence.
- 8.5 Subsequent performance shall also include the removal of the defective goods and re-installation, provided that the goods were installed in another item or attached to another item in accordance with their nature and intended use before the defect became apparent; our statutory right to assert a claim for reimbursement of corresponding expenses (removal and installation costs) shall remain unaffected. The expenses deemed necessary for the purpose of inspection and subsequent performance – in particular, transport, travel, labour and material costs, as well as any dismantling and installation costs – shall be borne by the supplier, even if it turns out that there was actually no defect. Our liability for damages in the event of unjustified requests to remedy defects shall remain unaffected; however, we shall only be liable in this respect if we recognised or were grossly negligent in not recognising that there was no defect.
- 8.6 Notwithstanding our statutory rights and the provisions set out in (5), the following shall apply: if the supplier fails to fulfil its obligation to provide subsequent performance – at our discretion, by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery) – within a reasonable period set by us, we may remedy the defect ourselves and demand reimbursement of the necessary expenses or a corresponding advance payment from the supplier. If subsequent performance by the supplier has failed or is deemed unreasonable for us (e.g. due to a particular degree of urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline need be set; we shall inform the supplier of such circumstances immediately, if possible in advance.

9. Supplier recourse

- 9.1 We shall be entitled to our statutory claims for expenses and recourse within a supply chain (supplier recourse pursuant to Sections 478, 445a, 445b or Sections 445c, 327 [5], 327u German Civil Code [BGB]) without restriction in addition to the claims for defects. In particular, we shall be entitled to demand exactly the type of subsequent performance (rectification or replacement delivery) from the supplier that we owe our customer in the individual case. Our statutory right of choice (Section 439 [1] German Civil Code [BGB]) shall not be restricted by this.
- 9.2 Before we recognise (or fulfil) a claim for defects asserted by our customer (including reimbursement of expenses pursuant to Sections 445a [1], 439 [2, 3, 6] Sentence 2, 475 [4] German Civil Code [BGB]), we shall notify the supplier and request a written statement, briefly explaining the facts of the case. If a substantiated statement is not made within a reasonable period of time and no amicable solution is reached, the claim for defects actually granted by us shall be deemed to be owed to our customer. In this case, the supplier shall be responsible for providing evidence to the contrary.
- 9.3 Our claims arising from supplier recourse shall also apply if the defective goods have been combined with another product or processed further in any other way by us, our customer or a third party, e.g. by installation, attachment or installation.

10. Product liability

- 10.1 Should the supplier be responsible for product damage, he shall be obligated – unless otherwise agreed – to indemnify us and our customers against all claims for damages and reimbursement of expenses by third parties to the extent that the cause lies within his sphere of control and organisation. In addition to compensation for damages to third parties, the supplier's obligation to pay compensation shall also include the usual costs of legal defence, recall costs, inspection costs, installation and removal costs, as well as the administrative and other expenses incurred by us for the settlement of claims.
- 10.2 As part of its indemnification obligation, the supplier shall reimburse expenses pursuant to Sections 683, 670 German Civil Code (BGB) arising from (or in connection with) claims asserted by third parties, including recall campaigns carried out by us. We shall inform the supplier about the content and scope

of recall measures – as far as possible and reasonable – and offer him the opportunity to comment. Any further legal or contractual claims hereby remain unaffected.

- 10.3 The supplier shall take out and maintain product liability insurance with a lump sum cover of at least EUR 5 million per personal injury/property damage for a period of up to 36 months after the last delivery and/or service to us from the time of the first contract conclusion with us. The supplier must provide us with proof of the aforementioned insurance cover and the premium payment for this upon first request. If proof of insurance and premium payment is not provided to us within 7 calendar days of our request, we shall be entitled to withdraw from unfulfilled contracts in whole or in part (with regard to the unfulfilled part).

11. Proprietary rights

- 11.1 The supplier warrants that no third-party rights are infringed in connection with its delivery and/or service. Liability shall be excluded if the supplier proves that he neither knew nor could have known of the existence or future emergence of such rights at the time of delivery of the delivery item. The supplier shall be obligated to indemnify us against all claims asserted against us by third parties due to the infringement of industrial property rights, and to reimburse us for all necessary expenses in connection with such claims. This claim shall exist irrespective of any fault on the part of the supplier.
- 11.2 Should claims be asserted against us by a third party due to an infringement of such rights, the supplier shall be obligated to indemnify us against such claims upon first written request; we shall not be entitled to enter into any agreements with the third party, in particular, to conclude a settlement, without the supplier's consent.
- 11.3 The supplier's indemnification obligation shall relate to all expenses necessarily incurred by us from or in connection with the claim by a third party.
- 11.4 The limitation period for liability arising from the infringement of industrial property rights shall commence as soon as the claim has arisen, and we have become aware of the circumstances giving rise to the claim or should have become aware of them without gross negligence. The limitation period shall be 3 years.

12. Provision, co-ownership, retention of title

- 12.1 Goods, materials, substances, parts, containers and packaging provided by us shall remain our property. They may only be used by the supplier as intended for the fulfilment of the order placed by us.
- 12.2 The supplier must perform a goods in inspection of the goods, materials, substances, parts, containers and packaging provided and inform us of the result of the goods in inspection.
- 12.3 Goods, materials, substances, parts, containers and packaging provided by us shall remain our property.
- 12.4 Should the item provided by us be inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the gross value of the reserved item (purchase price plus VAT) to the other mixed items at the time of mixing. If said mixing takes place in such a way that the supplier's item is to be regarded as the primary item, it is hereby agreed that the supplier shall transfer co-ownership to us on a pro rata basis; the supplier shall hold the sole ownership or co-ownership for us.
- 12.5 The supplier shall be obligated to insure the goods, materials, substances, parts, containers and packaging belonging to us at their replacement value against fire, water damage and theft at its own expense. Simultaneously, the supplier hereby assigns to us all claims for compensation arising from this insurance; we hereby accept said assignment.
- 12.6 If the collateral interests to which we are entitled in accordance with Clauses 12.1. to 5. exceed the purchase price of all our goods subject to retention of title that have not yet been paid for by more than 10 %, we shall be obligated to release the security interests at our discretion at the supplier's request.

13. Secrecy

- 13.1 The supplier undertakes to treat all confidential information that it receives directly (or indirectly) from us as confidential, and to take the necessary precautions to prevent third parties from gaining access to the confidential documents. Orders and all related commercial and technical details must also be treated as confidential information. Confidential information shall include, in particular, design and manufacturing processes, technical and commercial expertise, 3D data, materials, calculations, drawings, data, machine-readable information, files and documents.

- 13.2 Information is hereby deemed exempt from the obligation of confidentiality,
- ▶ if it is already in the public domain at the time of receipt or was accessible to the public without breach of this agreement.
 - ▶ if it was already in the legal possession of the supplier prior to receipt without any obligation of confidentiality.
 - ▶ if the supplier lawfully received said information from a third party without an obligation of confidentiality.
- 13.3 The obligation to maintain confidentiality shall also apply after termination of the business relationship, and shall extend to all relevant employees, vicarious agents, consultants, suppliers and subcontractors of the supplier without consideration of the type and legal structure of the respective employment or assignment.

14. Statute of limitations

- 14.1 Any reciprocal claims of the parties shall become time-barred in accordance with the statutory provisions, unless otherwise stipulated below.
- 14.2 Notwithstanding Section 438 (1) No. 3 German Civil Code (BGB), the general limitation period for claims for defects shall be 3 years from the transfer of risk. If acceptance has been agreed, the limitation period shall commence upon acceptance. The 3-year limitation period shall also apply accordingly to claims arising from defects of title, whereby the statutory limitation period for third-party claims for restitution in rem (Section 438 [1] No. 1 German Civil Code [BGB]) shall remain unaffected; furthermore, any claims arising from defects of title shall, in no case, become time-barred as long as the third party can still assert the right – in particular, in the absence of a limitation period – against us.
- 14.3 The limitation periods under sales law, including the above extension, shall apply – to the extent permitted by law – to all contractual claims for defects. Insofar as we are also entitled to assert non-contractual claims for damages due to a defect, the regular statutory limitation period (Sections 195, 199 German Civil Code [BGB]) shall apply, unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.

15. Place of fulfilment, place of jurisdiction, applicable law

- 15.1 The place of fulfilment for all obligations arising from the contract – in particular, for delivery and payment – shall be the registered office of our company or the place of performance specified by us for both parties.
- 15.2 If the supplier is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law and has its registered office in the European Union, Switzerland, Norway or Iceland at the time a party initiates proceedings, the exclusive – including international – place of jurisdiction for all legal disputes arising from the contractual relationship (or pertaining to its creation and effectiveness) shall be the court responsible for the registered office of our company for both parties. Any overriding statutory provisions, in particular, regarding exclusive responsibilities, shall remain unaffected. However, in all instances, we shall also be entitled to bring legal action at the place of fulfilment for the delivery obligation in accordance with these Terms and Conditions of Purchase, or an overriding individual agreement or at the supplier's general place of jurisdiction.
- 15.3 If the supplier is not domiciled in the European Union, Switzerland, Norway or Iceland at the time a party initiates proceedings, all disputes arising in connection with the respective contract or its validity shall ultimately be settled in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) without recourse to the ordinary courts of law. The arbitration tribunal shall consist of a single arbitrator up to an amount in dispute of EUR 100,000.00 in accordance with the DIS Arbitration Rules, and three arbitrators above that amount. The place of arbitration shall be Karlsruhe. The language of the arbitration proceedings shall be German. The applicable law in the matter shall be governed by Clause 15.4.
- 15.4 The contractual relationship is subject to German law. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.