

**General Terms and Conditions of Purchase for  
Deliveries and services**  
Status: May 2025

**1 Validity, written form**

- 1.1. All deliveries, services and offers of our suppliers or contractual partners (hereinafter referred to as "Suppliers") are made exclusively on the basis of these General Terms and Conditions of Purchase. These are an integral part of all contracts that we conclude with our suppliers for the deliveries or services offered by them. They shall also apply to all future deliveries, services or offers to us, even if they are not separately agreed again.
- 1.2. Terms and conditions of our suppliers or third parties shall not apply, even if we do not separately object to their validity in individual cases. Even if we refer to a letter that contains or refers to the terms and conditions of the supplier or a third party, this does not constitute agreement with the validity of those terms and conditions. They shall not become part of the contract even if we accept the delivery or service without reservation in the knowledge of deviating or conflicting terms and conditions.
- 1.3. Our Terms and Conditions of Purchase shall only apply to entrepreneurs pursuant to Section 14 of the German Civil Code (BGB), legal entities under public law or special funds under public law.
- 1.4. All agreements made between us and the supplier for the purpose of executing this contract are set out in writing in this contract.
- 1.5. Individual agreements made with the supplier in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these General Terms and Conditions of Purchase. A written contract or our written confirmation shall be decisive for the content of such agreements.
- 1.6. Legally binding declarations and notifications to be made to us by the supplier after conclusion of the contract (e.g. setting of deadlines, reminders, declaration of withdrawal) must be made in writing to be effective.

**2. Orders and order scope**

- 2.1. Our order shall be deemed binding at the earliest upon written submission or confirmation. The supplier must notify us immediately in writing of any obvious errors (e.g. typing or calculation errors) and incompleteness of the order, including the order documents, as well as any concerns about the desired manner of execution of the service for the purpose of correction or completion before acceptance.
- 2.2. Insofar as our orders do not expressly contain a binding period, we shall be bound to them for two weeks after the date of the order. Decisive for the timely acceptance is the receipt of the declaration of acceptance by us. Late acceptance shall be deemed a new offer and requires our acceptance.
- 2.3. We are entitled, if reasonable, to change the time and place of delivery/service as well as the type of packaging at any time by written notification with a notice period of at least 1 week before the agreed delivery date. The same applies to changes to product specifications, insofar as these can be implemented within the framework of the supplier's normal production process without considerable additional expense, whereby in these cases the notification period according to the previous sentence is at least 2 weeks. We shall reimburse the supplier for any proven and reasonable additional costs incurred as a result of the change. If such changes result in delays in delivery which cannot be avoided in the supplier's normal production and business operations with reasonable efforts, the originally agreed delivery date shall be postponed accordingly. The supplier shall notify us in writing in good time before the delivery date, but at least within 2 working days of receipt of our notification in accordance with sentence 1, of the additional costs or delays in delivery to be expected on the basis of a careful assessment.
- 2.4. We are entitled to terminate the contract at any time by written declaration stating the reason if we can no longer use the ordered products/services in our business operations due to circumstances occurring after conclusion of the contract. In this case, we shall reimburse the supplier for the partial performance rendered by him.

**3. Prices, packaging**

- 3.1. The prices stated in our order are binding maximum prices and shall remain binding even if price increases occur in the meantime. However, if the supplier reduces its prices up to the delivery date, this reduction shall be passed on to us.
- 3.2. Unless otherwise agreed in writing, the price shall include all services and ancillary services of the Supplier (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transportation costs including any transportation and liability insurance to the shipping address specified in the order).
- 3.3. If, according to the agreement made, the price does not include the packaging and the remuneration for the packaging - not only provided on loan - is not expressly determined, this shall be charged at the verifiable cost price. Packaging material shall only be returned by us if this has been expressly declared by us in writing or is required by law. At our request, however, the supplier shall take back the packaging at his own expense.

- 3.4. All prices include statutory value added tax, unless this is shown separately.

**4. Terms of payment, invoice details, interest on arrears**

- 4.1. Unless otherwise agreed in writing, we shall pay within 21 days of delivery and performance (including any agreed acceptance) and receipt of a proper invoice with a 3% discount or within 30 days net. If an inspection or acceptance has been agreed, we shall pay within 15 days of receipt of the consideration, unless otherwise agreed in writing.
- 4.2. All order confirmations, delivery documents and invoices must state our order number, the service designation, delivery quantity and delivery address. If one or more of these details are missing and this delays processing by us in the course of our normal business transactions, we shall not be responsible for any resulting delays in processing or payment and the payment periods specified in paragraph 4.1 shall be extended by the period of the delay.
- 4.3. We do not owe any interest on arrears. In the event of default of payment, we shall owe default interest in the amount of five percentage points above the base interest rate in accordance with § 247 BGB. The statutory provisions shall apply to the occurrence of our default, whereby a written reminder by the supplier shall be required in any case.

**5. Service provision**

- 5.1. Without our prior written consent, the supplier shall not be entitled to have the performance owed by it rendered by third parties (e.g. subcontractors). The supplier shall bear the procurement risk for its services, unless otherwise agreed in individual cases (e.g. sale of goods in stock).
- 5.2. The delivery/service must be made to the address(es) specified in the order. The supplier is not entitled to make partial deliveries without our prior written consent. Partial acceptances must be explicitly agreed. Fictitious and implied acceptances are excluded. The supplier shall be responsible for exact compliance with the shipping instructions specified in the order or otherwise agreed. Upon dispatch, a corresponding dispatch note with the same content as the delivery bill must be sent to us. The values determined by our respective plant shall be decisive for quantities and weights.
- 5.3. The performance time (delivery date or period) specified by us in the order or otherwise agreed shall be binding. Early deliveries are not permitted. The performance dates specified by us are to be understood as arrival or completion dates. The supplier is obliged to inform us immediately in writing if circumstances occur or become apparent that mean that the delivery time cannot be met.
- 5.4. In the event of a delay in delivery, we shall be entitled without restriction to the statutory claims, including the right to withdraw from the contract and the right to claim damages in lieu of performance after the fruitless expiry of a reasonable grace period. If we demand compensation, the supplier shall have the right to prove to us that he is not responsible for the breach of duty. If the execution deadline is exceeded as a result of demonstrable force majeure, we may, if this is reasonable, demand delivery/service at a later date under the originally agreed conditions or withdraw from or terminate the contract in whole or in part after the expiry of a reasonable grace period. Force majeure is an unforeseeable, external event that cannot be averted in an economically justifiable manner even with the utmost care. This includes, but is not limited to, war, armed conflict, terrorism, sabotage, official orders, natural disasters and pandemics. In this context, epidemics, labor law measures such as strikes and lockouts, operational disruptions of all kinds, difficulties in the supply of materials and energy, shortages of labor or raw materials, difficulties in obtaining official permits, cases of force majeure at subcontractors, etc. are not considered cases of force majeure.
- 5.5. If the supplier is in default, we may demand a contractual penalty of 1% of the net price per completed calendar week, but not more than a total of 5% of the net price of the delayed performance. We shall be entitled to demand the contractual penalty in addition to performance or as a minimum amount of damages owed by the supplier in accordance with the statutory provisions; the assertion of further damages shall remain unaffected. If we accept the delayed performance, we shall claim the contractual penalty at the latest with the final payment. Further claims and rights are reserved.
- 5.6. The supplier shall ensure that all substances used that fall under the EU chemicals regulation REACH are registered or authorized in accordance with this regulation and taking into account the contractual use of the substances. This also applies to suppliers outside the EU. At our request, the supplier shall provide suitable evidence of compliance with this obligation.

**6. Default of acceptance and transfer of risk**

- 6.1. The statutory provisions shall apply to the occurrence of our default of acceptance. However, the supplier must also expressly offer us its performance if a specific or determinable calendar time has been agreed for an action or cooperation on our part (e.g. provision of material). If we are in default of acceptance, the supplier may demand compensation for its additional expenses in accordance with the statutory provisions (§304 BGB). If the contract relates to a non-fungible item to be manufactured by the supplier (individual production), the supplier shall

only be entitled to further rights if we have undertaken to cooperate and are responsible for the failure to cooperate.

- 6.2. The application of § 373 HGB is excluded insofar as this provision grants the supplier rights in addition to those provided for in the German Civil Code.
- 6.3. The risk of accidental loss and accidental deterioration of the goods shall pass to us upon handover at the place of performance. If acceptance has been agreed, this shall be decisive for the transfer of risk. The statutory provisions of the law on contracts for work and services shall also apply accordingly in the event of acceptance. If we are in default of acceptance, this shall be deemed equivalent to handover or acceptance.

## 7. Liability

- 7.1. The following shall apply to assembly services, repairs and other services and work: The supplier shall be liable for the performance of all services, including those performed by its agents, in accordance with the statutory provisions. He shall also be liable for ensuring that the applicable regulations, in particular the environmental, accident, fire prevention and occupational safety regulations applicable to our plants, are observed.
- 7.2. The supplier shall be liable for all damage caused to us by it or its agents in accordance with the statutory provisions. In particular, he shall indemnify us against all claims for damages by third parties, including instructions from supervisory authorities etc., which are asserted against us in connection with his contractually owed delivery or service.
- 7.3. The supplier undertakes to take out or maintain liability insurance and to maintain it for the duration of the contractual relationship of at least six further months. The liability insurance cover must extend to the liability of the persons used by the supplier to carry out its work to the extent that these persons cause damage in the performance of their activities under this contract. Unless other amounts are specified in the order, the sum insured under the liability insurance must be at least € 500,000 for personal injury and property damage and € 50,000 for financial loss per loss event. The supplier must submit proof of cover for this insurance to us on request no later than 10 days after conclusion of the contract.
- 7.4. The supplier and its agents shall ensure the careful and safe storage of their property brought into our facilities. We shall be liable for damage to this property or for loss, etc. in accordance with the following general liability provision in Section 7.5.
- 7.5. In the event of intent or gross negligence on our part or on the part of our representatives or vicarious agents, we shall be liable in accordance with the statutory provisions; the same shall apply in the event of culpable breach of material contractual obligations. Insofar as there is no intentional or grossly negligent breach of contract, our liability for damages shall be limited to the foreseeable, typically occurring damage. Liability for culpable injury to life, limb or health and liability under the Product Liability Act shall remain unaffected. Unless expressly regulated otherwise above, our liability is excluded.

## 8. Property rights

- 8.1. The Supplier warrants that the services provided by it do not infringe any third-party property rights.
- 8.2. If claims are asserted against us by a third party, the supplier shall be obliged to indemnify us against such claims upon first written request; the supplier's obligation to indemnify shall relate to all expenses necessarily incurred by us from or in connection with the claim asserted by a third party, unless the supplier proves that it is not responsible for the breach of duty underlying the infringement of property rights.
- 8.3. Our further statutory claims due to defects of title in the products delivered to us shall remain unaffected. Section 11.8 shall apply with regard to the limitation period.

## 9. Property protection

- 9.1. We reserve the right of ownership or copyright to orders and commissions placed by us and to drawings, illustrations, calculations, descriptions and other documents made available to the supplier. The supplier may neither make them accessible to third parties nor use or reproduce them himself or through third parties without our express consent. He must return these documents to us in full at our request if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. In this case, any copies made by the supplier shall be destroyed; the only exceptions to this are storage within the scope of statutory retention obligations and the storage of data for backup purposes within the scope of standard data backup.
- 9.2. Tools, devices, templates, models, etc. which we make available to the supplier or which are manufactured for contractual purposes and charged to us separately by the supplier shall remain our property or shall become our property. The same applies to material that we provide for the execution of our orders. These items must be marked by the supplier as our property and stored separately from identical or similar items, stored carefully, insured against damage of any kind, insured against all risks at the supplier's expense and used only for the purposes of the contract. The costs of their maintenance and repair

shall be borne equally by the contracting parties, unless otherwise agreed. However, insofar as these costs are attributable to defects in such items manufactured by the supplier or to improper use by the supplier, its employees or other vicarious agents, they shall be borne solely by the supplier. The supplier shall notify us immediately of any not merely insignificant damage to these items as well as of access by third parties, such as seizures and any other type of restriction of our property. Upon request, he shall be obliged to return the items to us in proper condition if they are no longer required by him to fulfill the contracts concluded with us.

- 9.3. Complaints about the material provided by us must be made to the carrier immediately upon acceptance of the material.
- 9.4. The processing or transformation of the material provided by the supplier shall always be carried out on our behalf. If the material provided is processed with other goods not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the goods provided to the other processed goods at the time of processing. In all other respects, the same shall apply to the item created by processing as to the material provided. If the goods provided by us are inseparably mixed or blended with other goods not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the goods provided to the other mixed items at the time of mixing. If the mixing takes place in such a way that the other items are to be regarded as the main item, it is agreed that the owner of the main item shall transfer co-ownership to us on a pro rata basis.
- 9.5. The same applies if we further process the delivered goods, so that we are deemed to be the manufacturer and acquire ownership of the product at the latest upon further processing in accordance with the statutory provisions.
- 9.6. If the security interests to which we are entitled under clause 9.4 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 interests at our discretion at the supplier's request.
- 9.7. Retention of title by the supplier shall only apply insofar as it relates to our payment obligation for the respective products to which the supplier retains title. In particular, extended or prolonged retention of title is not permitted.

## 10. Assignment and offsetting

- 10.1. The supplier is not entitled to assign its claims arising from the contractual relationship to third parties. This shall not apply insofar as monetary claims are concerned.
- 10.2. We shall be entitled to set-off and retention rights as well as the defense of non-performance of the contract to the full 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 incomplete or defective services. In the event of defects, clause 11.11 of these Terms and Conditions of Purchase shall take precedence.
- 10.3. The Supplier shall only have a right of set-off or retention on the basis of legally established or undisputed counterclaims.

## 11. Warranty

- 11.1. In the event of material defects and defects of title of the goods (including incorrect and short delivery as well as improper assembly, defective assembly, operating or operating instructions) and in the event of other breaches of duty by the supplier, we shall be entitled to the statutory claims without restriction, unless otherwise stipulated below. In particular, we shall be entitled, at our discretion, to demand rectification of the defect or delivery of a defect-free item. Furthermore, we are entitled to reduce the purchase price or withdraw from the contract in accordance with the statutory provisions. We shall also be entitled to compensation for damages and expenses in accordance with the statutory provisions.
- 11.2. The supplier warrants that its services comply with the contractually agreed quality, quality and usability, in particular our quality provisions, the relevant DIN regulations and the statutory and official provisions applicable to their distribution and use and do not infringe the rights of third parties. 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 General Terms and Conditions of Purchase shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from us, the seller or the manufacturer.
- 11.3. The statutory provisions (Sections 377, 381 of the German Commercial Code (HGB)) shall apply to the commercial obligation to inspect and give notice of defects, with the following proviso: Our obligation to inspect shall be limited to defects which become apparent during our incoming goods inspection by external examination, including the delivery documents, and during our quality control by random sampling (e.g. transport damage, incorrect and short delivery). If acceptance has been agreed, there is no obligation to inspect. Otherwise, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later remains unaffected. In all cases, our complaint (notification of defects) shall be deemed immediate and timely if it is received by the supplier within 10 working days.

- 11.4. The costs incurred by the supplier for the purpose of inspection and rectification (including any removal 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 an unjustified request to remedy defects shall remain unaffected; in this respect, however, we shall only be liable if we recognized or were grossly negligent in not recognizing that there was no defect.
- 11.5. Acceptance or approval of samples or specimens submitted shall not constitute a waiver of warranty claims.
- 11.6. Notwithstanding § 442 para. 1 sentence 2 BGB, we shall also be entitled to claims for defects without restriction if the defect remained unknown to us upon conclusion of the contract due to gross negligence.
- 11.7. If the supplier fails to fulfill its obligation to provide subsequent performance - at our discretion either by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery) - within a reasonable period of time 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 unreasonable for us (e.g. due to particular 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.
- 11.8. Unless otherwise agreed, the warranty period for deliveries of goods is 3 years, starting from the transfer of risk. If acceptance has been agreed, the limitation period shall commence upon acceptance. This 3-year limitation period shall also apply accordingly to claims arising from defects of title. In addition, claims arising from defects of title shall in no case become time-barred as long as the third party can still assert the right against us - in particular in the absence of a limitation period. The provisions of Section 438 (1) Nos. 1 and 2 BGB and Section 634 a BGB shall otherwise remain unaffected.
- 11.9. 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 non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) shall apply, unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.
- 11.10. Upon receipt of our written notification of defects by the supplier, the limitation period for warranty claims shall be suspended until the supplier rejects our claims or declares the defect remedied or otherwise refuses to continue negotiations on our claims. In the event of replacement delivery and rectification of defects, the warranty period for replaced and repaired parts shall commence anew, unless we had to assume from the supplier's conduct that the supplier did not consider itself obliged to take the measure, but only carried out the replacement delivery or rectification of defects as a gesture of goodwill or for similar reasons.
- 11.11. In the event of complaints, we shall be entitled to retain three times the amount of the anticipated costs of rectification or replacement delivery until complete defect-free delivery or manufacture.
- 12. Product liability, insurance**
- 12.1. The supplier is responsible for all claims asserted by third parties for personal injury or damage to property that are attributable to a defective product supplied by him and is obliged to indemnify us against the resulting liability. If we are obliged to carry out a recall action against third parties due to a defect in a product delivered by the supplier, the supplier shall bear all costs associated with the recall action.
- 12.2. The supplier is obliged to maintain product liability insurance at its own expense with an appropriate sum insured of at least EUR 10 million per personal injury/property damage - lump sum - for the duration of this contract, i.e. until the expiry of the limitation period for defects; if we are entitled to further claims for damages, these shall remain unaffected. The supplier shall send us a copy of the liability policy at any time upon request.
- 13. Spare parts**
- 13.1. The supplier is obliged to keep spare parts for the products delivered to us in stock for the period of normal technical use, but for at least 10 years after delivery.
- 13.2. If the supplier intends to discontinue the production of spare parts for the products delivered to us, it shall inform us of this immediately after the decision to discontinue. Subject to paragraph 1, this decision must be made at least 6 months before production is discontinued.
- 14. Data protection**
- The supplier revocably consents to the use, processing and storage of data from the contractual relationship that are necessary for the execution of the contract and the necessary disclosure to third parties (e.g. insurance companies).
- 15. Confidentiality and compliance and foreign trade**
- 15.1. The supplier is obliged to keep the conditions of the order and all information and documents provided for this purpose (with the exception of publicly accessible information) secret for a period of 3 years after conclusion of the contract and to use them only for the execution of the order. He shall return them to us immediately upon request after completion of inquiries or after processing of orders.
- 15.2. Without our prior written consent, the supplier may not refer to the business relationship in advertising material, brochures, etc. and may not exhibit delivery items manufactured for us.
- 15.3. The Supplier shall obligate its subcontractors in accordance with this § 15.
- 15.4. The contracting parties undertake to take all necessary measures within the scope of the contractual relationship and in their company and affiliated companies in Germany and abroad to avoid corruption and other criminal acts (in particular: Fraud, breach of trust, forgery of documents, offering, promising or granting undue advantages, unauthorized procurement, securing, exploitation or disclosure of business and trade secrets, violations of regulations that serve to protect unrestricted competition, violations of economic sanctions measures or circumvention of sanctions measures on the basis of the current sanctions lists, including the consolidated financial sanctions list of the European Union, the United Nations Security Council, the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the United Kingdom's Office of Financial Sanctions Implementation ("OFSI") and the Swiss State Secretariat for Economic Affairs (SECO)). All relevant data protection regulations, in particular with regard to data minimization and security, are observed.
- 15.5. The supplier shall provide us as early as possible with all information and data that we require in order to comply with the applicable foreign trade law for export and import, as well as in the event of continued operation upon re-export of the goods and services. In particular, the supplier warrants that the information (i) regarding the country of origin (non-preferential origin) and, if requested by us, documents to prove the non-preferential origin, as well as (ii) the preferential country of origin and, if requested by us, documents in accordance with the requirements of the relevant preferential law to prove the preferential origin (e.g. supplier declarations), have been provided correctly and truthfully.
- 15.6. Breaches of the obligations set out in clauses 15.1-15.5 above shall entitle us to terminate the contract. Notwithstanding this, we shall be entitled to claim damages, including any contractual penalties or customs payments to which we are obligated vis-à-vis our customer or the authorities due to the misconduct.
- 15.7. The supplier undertakes to comply with our Code of Conduct in its current version, which we make available on our homepage under the heading "Download". In this context, the supplier assures compliance with the requirements of the LKSG in force since 01.01.2023. The supplier shall also obligate its own suppliers and service providers accordingly.
- 16. Place of performance, place of jurisdiction, choice of law, other provisions**
- 16.1. The place of performance for all services of the supplier shall be the registered office of our plant for which the delivery or service is intended, unless otherwise stated in the order. The place of performance for payment shall be Neumarkt.
- 16.2. 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 or if it has no general place of jurisdiction in the Federal Republic of Germany, the exclusive - also international - place of jurisdiction for any disputes arising from the business relationship between us and the supplier shall be, at our discretion, Neumarkt i. d. OPf., Germany, or the place of performance of the delivery obligation. In these cases, however, Neumarkt i. d. OPf., Germany, shall be the exclusive place of jurisdiction for legal action against us. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.
- 16.3. We are entitled to amend these General Terms and Conditions of Purchase unilaterally if the amendment serves to bring the GTCP into conformity with the applicable law or to comply with mandatory court or official decisions, if the amendment is merely advantageous for the supplier or if new services are introduced.
- We shall inform the supplier in good time in writing or text form of any other amendments to the GTCP that do not fall under the conditions specified in the previous sentence. The amendment shall become part of the contract if the supplier does not object to its inclusion in the contractual relationship in writing or text form within six weeks of receipt of the notification of amendment.
- 16.4. These General Terms and Conditions of Purchase and all legal relationships between us and the Supplier shall be governed by the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the Convention on Contracts for the International Sale of Goods (CISG). The conditions and effects of the retention of title are subject to the law at the respective storage location of the item, insofar as the choice of law made in favor of German law is inadmissible or ineffective.
- 16.5. References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTC.

- 16.6. Should individual provisions of this contract be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, this shall not affect the validity of the remainder of the contract. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects come closest to the economic objective pursued by the contracting parties with the invalid or unenforceable provision. The above provisions shall apply accordingly in the event that the contract proves to be incomplete.