

## **General Terms and Conditions of Purchase**

### **§ 1 Scope**

- 1.1. These General Terms and Conditions of Purchase (GTCP) apply to all business relationships with our suppliers ("Supplier"). The GTCP only apply if the Supplier is an entrepreneur (§ 14 BGB), a legal entity under public law, or a special fund under public law.
- 1.2. The GTCP particularly apply to contracts for the sale and/or delivery of movable goods ("Goods"), regardless of whether the seller manufactures the Goods itself or purchases them from suppliers (§§ 433, 650 BGB). Unless otherwise agreed, the GTCP in the version valid at the time of the buyer's order shall also apply as a framework agreement for similar future contracts without us having to refer to them again in each individual case.
- 1.3. These GTCP apply exclusively. Deviating, conflicting, or supplementary general terms and conditions of the Supplier will only become part of the contract if we have expressly agreed to their validity in writing. This requirement of consent applies in any case, for example, even if the Supplier refers to its general terms and conditions in the order confirmation and we do not expressly object to them.

### **§ 2 Conclusion of the Contract**

- 2.1. We are only bound to our order if it is confirmed in writing by the Supplier within a period of two weeks.
- 2.2. If errors for which we are not responsible occur during the conclusion of the contract, e.g., due to transmission errors, misunderstandings, etc., a claim for damages against us pursuant to § 122 BGB is excluded.

### **§ 3 Framework Orders/Call-off Orders**

- 3.1. In the case of framework or long-term orders, the quantities and types to be delivered will be specified by separate call-off orders. These call-offs are binding unless the Supplier objects within one week of receipt and no other provision has been made.
- 3.2. If the Supplier cannot deliver immediately upon call-off, they must inform us without delay and propose possible delivery deadlines.

### **§ 4 Deadlines and Delay in Delivery**

- 4.1. Agreed deadlines and dates are binding and must be strictly adhered to. The decisive factor for this is the receipt of the Goods by us or at the agreed or specified receiving point.
- 4.2. As soon as it becomes apparent to the Supplier that there may be delays in delivery, the Supplier must inform us in writing without delay, stating the reasons and the expected duration of the delay. This does not change the binding nature of the agreed delivery date.
- 4.3. If the delivery occurs before the specified date, we are entitled to reject it. Partial deliveries may also be rejected by us.
- 4.4. If the Supplier is in default, we are entitled to claim a contractual penalty of 0.5% of the order value for each commenced week of delay, but no more than 5% in total. The Supplier has the right to prove that no or significantly less damage has been incurred. Further statutory or contractual claims (in particular, damages for non-performance and reimbursement of expenses) remain reserved.

- 4.5. The unconditional acceptance of the delayed delivery or service does not constitute a waiver of the compensation claims due to us for the delayed delivery or service; this applies until full payment of the remuneration owed by us for the affected delivery or service.
- 4.6. If we are prevented from accepting the delivery due to circumstances that we could not avert with reasonable care, the acceptance date will be postponed by the duration of the impediment. If acceptance is not possible for more than 6 months due to these circumstances, we are entitled to withdraw from the contract. The Supplier is not entitled to claim damages in this case.

## **§ 5 Delivery and transfer of risk**

- 5.1. The place of performance for all deliveries and services of the supplier shall be the place of receipt specified by us.
- 5.2. We must be notified immediately of the dispatch of each consignment by means of a dispatch note.
- 5.3. The risk of complete or partial loss, damage or other deterioration of the goods shall pass to us upon acceptance at the place of receipt.
- 5.4. The supplier shall bear the procurement risk for its services. A reservation of self-supply is excluded.

## **§ 6 Extraordinary right of termination**

We are entitled to withdraw from the contract in whole or in part in the event of unforeseen obstacles beyond our control, which we could not avert despite reasonable care in the circumstances of the case and in the event that the use of the ordered goods is impossible or economically unreasonable, for example in the event of force majeure, e.g. war or natural disasters, accidents, sales stagnation, official intervention, strike or lockout at the our or supplier's premises.

Before exercising the right of withdrawal, we may demand a deferment of the delivery period of up to 12 months.

## **§ 7 Prices and payment**

- 7.1. The agreed prices are fixed prices and apply including freight, packaging and other ancillary costs free to the receiving point designated by us. Price increases, for whatever reason, shall only be accepted by us - even in the case of long-term supply contracts - if an explicit agreement has been made to this effect.
- 7.2. Invoices must be issued separately for each order immediately after dispatch of the goods, stating the order number: VAT must be shown separately on the invoice. Invoices that are not properly issued shall be deemed not to have been issued.
- 7.3. Payment shall be made on the basis of the quantities, weights and packaging units determined by the customer. Unless otherwise proven, the values determined by us during goods receipt inspection are decisive for quantities, weights, and dimensions.
- 7.4. Unless otherwise agreed, payments shall be made within 14 days of receipt of the invoice with a 3% discount or within 30 days with a 2% discount or within 60 days net. The discount shall be deducted from the invoice amount, including VAT. The periods shall commence upon receipt of the invoice or, if the goods arrive after the invoice, upon receipt of the goods, but in no case before the agreed date of receipt of the goods.
- 7.5. Payment by check or bill of exchange shall be deemed payment.
- 7.6. An assignment of the supplier's claims against us is only permitted with our prior consent. Consent shall be deemed to have been given if the claims are assigned within the framework of an extended

retention of title. A simple retention of title shall only be recognized by us insofar as it permits the delivered goods to be sold, processed or mixed in the framework of normal business operations.

7.7 We are entitled to set-off and retention rights to the extent permitted by law.

## **§ 8 Goods Inspection, Notification Period**

We are only obligated to conduct a reduced incoming goods inspection. This includes verifying the quantity and identity of the delivered products based on delivery documents such as delivery notes and inspection certificates, as well as any other relevant documents, and checking for transport and packaging damages. Additionally, we conduct ongoing inspections of the delivered products during production. Any obvious defects found will be promptly reported to the supplier in writing as soon as they are discovered in accordance with the normal course of business. In this regard, the supplier waives any objection regarding late notification of defects. The supplier is also obliged to conduct a comprehensive examination of the goods to be delivered for any defects, even if the supplier did not manufacture the goods themselves but rather resold them (so-called drop shipment). In this case, the examination obligation cannot be transferred to us.

The supplier enters into a quality agreement with us.

## **§ 9 Warranty**

- 9.1. The supplier guarantees that the delivered goods and services comply with the applicable legal and regulatory requirements for their distribution or use and do not infringe on any industrial property rights or other third-party rights. Deliveries and services must comply with the current or foreseeable state of the art at the time of delivery, as well as other legal protection provisions, technical testing regulations, and accident prevention regulations. In particular, DIN standards and VDE regulations must be complied with.
- 9.2. If we are held liable by third parties for legal defects, the supplier is obliged to indemnify us against these claims upon our first request. We are not entitled to enter into agreements (especially settlements) with third parties without the consent of the supplier. This indemnification obligation also applies to all expenses that arise from or in connection with the assertion of claims by a third party. Regarding legal defects, a limitation period of ten years applies.
- 9.3. We are entitled to all statutory warranty rights in full. In particular, the supplier must promptly and free of charge remedy any defects upon our complaint during the warranty period. We are particularly entitled to demand rectification of defects or delivery of a defect-free item at our discretion. The supplier is fully responsible for the necessary costs of rectification. Subsequent performance can also be demanded for non-significant defects.

If the supplier does not promptly comply with the request for subsequent performance, the purchaser has the right, in urgent cases, particularly to prevent imminent danger or avoid greater damage, to carry out the necessary actions at the supplier's expense or to have them carried out by a third party. Our statutory claims for damages and reimbursement of expenses remain fully and unrestrictedly intact. If a guarantee is provided, we are entitled to the claims specified in the guarantee, regardless of the rights under § 437 BGB.

- 9.4. The limitation period for claims for material defects is two years. The limitation period for claims for material defects begins with the delivery of the contractual item (transfer of risk). For parts of the delivery that are subsequently delivered, repaired, or replaced within the limitation period, the limitation period starts anew once the supplier has fully fulfilled the claims for subsequent performance. The limitation period shall not expire before two months after the date on which the purchaser has fulfilled the warranty claims asserted against him by a customer. This suspension of the expiration period ends no later than five years after the transfer of risk. If a longer warranty period is legally regulated in the future, this longer warranty period shall apply.

- 9.5. If a material defect becomes apparent within six months of the transfer of risk, it is presumed that the defect already existed at the time of the transfer of risk, unless this presumption is incompatible with the nature of the item or the defect.
- 9.6. Without prejudice to our statutory rights and the provisions of clause 9, the following applies: If the supplier fails to meet his obligation for subsequent performance—at our discretion either by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery)—within a reasonable period set by us, we may rectify the defect ourselves and demand reimbursement from the seller for the necessary expenses or a corresponding advance payment. If subsequent performance by the seller has failed or is unreasonable for us (e.g., due to particular urgency, endangerment of operational safety, or impending disproportionate damages), no deadline is required; we will inform the seller of such circumstances immediately, if possible in advance.

## **§ 10 Product Liability, Recourse Claims and Quality Assurance**

- 10.1. In the event that we are held liable under product liability, producer liability, or other liability provisions, the supplier is obligated to indemnify us against such claims upon first request, insofar as and to the extent that the damage is caused by a defect in the contractual object delivered by the supplier. In cases of fault-based liability, this only applies if the supplier is at fault. If the cause of the damage lies within the supplier's sphere of responsibility, the supplier bears the burden of proof. If costs arise for us due to defective performance of the contractual object, especially transport, travel, labor, and material costs, as well as costs for an inspection that exceeds the usual scope, costs of a recall action, or legal costs, the supplier must bear these costs in full.
- 10.2. If we have to take back products manufactured and/or sold by us due to the defectiveness of the contractual object delivered by the supplier, or if our purchase price has been reduced or we have been claimed against in any other way because of this, we reserve the right of recourse against the supplier, whereby it does not require the otherwise necessary setting of a deadline for asserting the warranty rights. We are entitled to demand reimbursement from the supplier for the expenses that we had to bear in relation to our customers because they have a claim against us for reimbursement of the expenses necessary for the purpose of subsequent performance, particularly transport, travel, labor, and material costs. We do not have a recourse claim if the supplier has provided us with equivalent compensation beforehand. To secure our warranty claims, the supplier commits to taking out appropriate liability insurance and providing evidence of this upon request. The presumption in clause 9.5 applies also to recourse claims against the supplier, with the stipulation that the six-month period begins with the transfer of risk to our customers.
- 10.3. The supplier must implement suitable and state-of-the-art quality assurance measures and document all relevant data. In the event of a product liability claim, the supplier is obliged to present us with the relevant documentation and records to prove a defective product.
- 10.4. Sample deliveries must be marked as such, and the measurement and test protocol must be enclosed. Series deliveries may only commence after we have approved the samples from final tools or batches and in their final form. Deliveries must always conform to these samples. Changes are only permitted with our consent. Our respective drawings, inspection specifications, technical delivery requirements, and agreed AQL values are part of the contract and will be made available to the contractor upon request.
- 10.5. In addition, quality assurance is governed by our quality assurance agreement.
- 10.6. The supplier must take out and maintain product liability insurance with a lump-sum coverage amount of at least 10 million EUR per personal injury/property damage incident.

## **§ 11 Tools and Other Production Equipment**

- 11.1. If deviations occur in the provided production equipment, such as between samples and drawings, we must be informed of these deviations before production begins; otherwise, no rights can be derived from these deviations.
- 11.2. If tools, drawings, or other production equipment are made by the supplier on our behalf and at our expense, it is agreed that these items shall become our property immediately after their manufacture. In the event of only partial cost sharing, we acquire co-ownership in proportion to the cost share. We acquire all usage rights for these items for exclusive use. The supplier is not entitled to use these items beyond the scope of the order without our consent. The supplier is entitled and obliged to gratuitously hold these items in custody revocably. They must be made available to us free of charge as soon as the supplier can no longer serve us quantitatively, qualitatively, or in terms of price satisfactorily, even if the supplier has received compensation for the cost. The supplier must mark the items in such a way that our ownership is documented even to third parties. The supplier has no right of retention over these items.

Forms, tools, drawings, models, samples, and documents of all kinds must be returned to us free of charge and without request as soon as they are no longer needed to execute the order.

The contractor is liable for their loss and damage.

## **§ 12 Provision**

We retain ownership of the materials or parts provided by us to the contractor for processing or finishing, as well as any provided production and auxiliary materials. The retention of ownership also extends to the products resulting from processing, mixing, or combining our materials to their full value, with these processes being carried out on our behalf so that we are considered the manufacturer. If, in the event of processing, mixing, or combining with goods of third parties, their retention of ownership remains in effect, we acquire co-ownership in proportion to the objective value of these goods. The supplier is liable for loss or damage. He must store the material for us with the care of a prudent businessman and is obliged to notify us immediately if our property is seized or if seizure is imminent.

Intervention costs are borne by the contractor.

## **§ 13 Intellectual Property Rights, Confidentiality**

- 13.1. The supplier guarantees that the items delivered by him do not infringe any domestic or foreign industrial property rights and guarantees us full freedom and copyright permission for their use and trade in the domestic and international markets. In the event of claims by third parties due to infringement of domestic or foreign property rights concerning the delivered goods, the supplier is obliged to indemnify us against all claims and to compensate for the resulting damages.
- 13.2. All order documents and production tools, such as drawings, models, samples, molds, tools, and gauges, provided to the supplier by us or manufactured by the supplier according to our specifications, remain our property. They must not be passed on to third parties, made available for use, or used for the supplier's purposes without our express written consent. They must be secured by the supplier against unauthorized access or use and must be returned to us in proper condition at the latest upon delivery, unless otherwise agreed. The supplier is not allowed to keep any copies. There is no right of retention. In the event of a breach of these obligations, the supplier is fully liable to us under statutory provisions.
- 13.3. All technical data and other non-obvious commercial and technical details that the supplier learns through the business relationship with us must be kept confidential by him. They may only be used for the execution of orders for us and made accessible to employees whose involvement is necessary for the order execution.

## **§ 14 Limitation of Liability**

We are liable for intent and gross negligence. For slight negligence, we are only liable if it involves the violation of essential contractual obligations (cardinal obligations), which arise from the nature of the contract or whose violation endangers the achievement of the contract's purpose. In this case, liability is limited to the contract-typical foreseeable damage.

Otherwise, claims for damages by the supplier, regardless of the legal basis, particularly those based on breaches of obligations during contract initiation or ancillary contractual obligations, are excluded in the case of slight negligence.

The limitation of liability does not apply in the event of injury to life, body, or health.

## **§ 15 Place of Performance, Jurisdiction, Applicable Law**

- 15.1. The place of performance for all obligations arising from a contract, especially for delivery and payment, is Lauf or the designated place of performance specified by us.
- 15.2. The place of jurisdiction for all lawsuits is Nuremberg for both parties. We also have the right to sue at the supplier's place of business. Other permissible general and special places of jurisdiction remain open to us.
- 15.3. All claims and rights arising from this contract are subject to the law of the Federal Republic of Germany. The UN Sales Convention (CISG) does not apply.
- 15.4. Should any provisions of these purchasing conditions be or become invalid, the remaining provisions shall remain effective.