

1. Scope

- (1) The Buyer (hereinafter referred to as "Customer") within the context of the following Terms and Conditions of Purchase (hereinafter referred to as "T&C") is that company which is named in the letterhead of the negotiation protocol/purchase order.
- (2) These T&C apply to all business relations with the business partners and suppliers of the Customer (hereinafter referred to as "Contractor"). The T&C apply in particular to contracts for the sale and/or delivery of movable goods ("Goods"), regardless of whether the Goods (hereinafter also referred to as "Purchased Item") are manufactured by the Contractor themselves or purchased from suppliers (Sections 433, 650 of the German Civil Code (BGB)). Unless otherwise agreed, the T&C are applicable in the version valid at the time of order placement by the Customer, or in any case in the version last communicated to the Contractor in text form, and also apply as a general agreement for similar future orders, without the Customer having to point them out again in each individual case.
- (3) These T&C apply exclusively. Any terms or conditions of the Contractor which differ from, conflict with, or supplement these General Terms and Conditions (T&C) will only become an integral part of the contract if and insofar as the Customer has expressly agreed to their validity in writing. This requirement for approval applies across the board; for example, even if the Customer accepts a delivery without reservation in knowledge of the Contractor's general terms and conditions.
- (4) Any individual agreements concluded separately with the Customer (including ancillary agreements, supplements and amendments) take precedence over these T&C in every case. A written contract or a written confirmation by the Customer is determinant for the content of such agreements, subject to proof of the contrary.
- (5) The T&C apply only if the Contractor is a businessperson (as per Section 14 of the German Civil Code (BGB)), a legal entity under public law, or a public-law special fund.
- (6) References to the validity of applicable legal regulations are only for the sake of clarification. The statutory regulations apply even without such clarification, insofar as they are not directly amended or expressly excluded in these T&C.

2. Conclusion of the Contract

- (1) The Customer's order is deemed to be binding at the earliest with its written submission or confirmation. Obvious errors (e.g. errors in writing and calculation) and incompleteness of the order, including the order documents, must be pointed out by the Contractor to the Customer for the purpose of correction or completion prior to acceptance. Otherwise, the contract is deemed not to have been concluded.
- (2) The Contractor is obliged to confirm the Customer's purchase order in writing within a period of two days or to execute it without reservation, in particular by shipment of the goods (acceptance).
- (3) Delayed acceptance will be deemed a new offer and requires acceptance by the Customer.
- (4) The respective written form is also fulfilled by transmission in electronic form or by fax.
- (5) If the Contractor deviates from the purchase order or specifications of the Customer, the Customer must be promptly informed thereof in writing.
- (6) The preparation of offers by the Contractor is free of charge to the Customer. The Contractor's offer must adhere to the specification and the wording of the Customer's query. In the event of a deviation, the Contractor must indicate this explicitly and separately.

3. Prices

The agreed prices are firm prices. Unless otherwise agreed in individual cases, they include all services and ancillary services of the Contractor (e.g. assembly, installation) as well as all additional costs (e.g. processing of offers, all duties, customs duties, packaging, transport and unloading costs, as well as insurance) up to the Customer's receiving point (delivery address). Prices are exclusive of statutory value added tax.

4. Termination

The Customer may terminate the contract by written declaration up until delivery of the purchased goods. In this case, the Contractor may claim the agreed purchase price; however, the amount saved in expenditures or otherwise gained as a result of the cancellation of the contract must be offset against the agreed purchase price.

5. Delivery Period

- (1) The agreed delivery dates are binding. The transfer of the purchased item at the agreed place of performance are decisive for the timely rendering of the service. The Contractor is only entitled to early delivery after obtaining the written consent of the Customer. The Contractor must promptly notify the Customer in writing of any delay in delivery and state the expected delivery date. Regardless of the delay, the statutory rights of the Customer remain unaffected.
- (2) The Contractor bears the procurement risk for its services, unless otherwise agreed in individual cases.
- (3) In the event of a delay in acceptance by the Customer, the statutory regulations apply. However, the Contractor must also explicitly offer its service to the Customer when a specific or definable calendar date has been agreed for an action or involvement by the Customer (e.g. the provision of material). If the Customer is in default of acceptance, the Contractor can require reimbursement of additional expenses in accordance with the statutory regulations (Section 304 of the German Civil Code (BGB)). If the contract concerns a non-fungible item to be manufactured by the Contractor (i.e. custom production), the Contractor is only entitled to further rights if the Customer has committed to provide assistance and is responsible for the failure to provide assistance.
- (4) If the Contractor has defaulted on its obligations under the contract, a contractual penalty of 0.2% – but not more than 5% – of the net contract price will be incurred at the end of each business day of the delay. This contract penalty will be deducted from compensation owed. The Customer reserves the right to prove that greater damage has been incurred. The Contractor reserves the right to prove that no damage has been incurred at all, or that significantly less damage has been incurred. The Customer's further legal rights relating to delays remain unaffected.

6. Delivery, Shipping, Packaging, Transfer of Risk

- (1) The Contractor must notify the Customer of the dispatch of the purchased item as early as possible via email, at the latest when the dispatch has taken place. The shipment notification, other shipping documents and delivery notes must include the delivery date, the Customer's contract issuing office, the receiving office, the project designation, and the order number and date.
- (2) The Contractor must carry out a quality control examination of the purchased item and provide appropriate verification of this to the Customer, at the latest at the time of transfer. The Customer is entitled to monitor the quality control of the Contractor after providing prior notification.
- (3) The Contractor must package the purchased item appropriately for transport to the receiving point. The Contractor will take back all packaging material. The Contractor will ensure that, if the purchased item is subject to special public transport or storage conditions in the country of origin, transit and destination which are known to the Contractor, the shipped item is duly marked and transported and that necessary declarations are made. If the delivery takes place on a construction site, the Contractor must collect the packaging material within a reasonable period of time specified by the Customer. The expenditures entailed by this are covered by the contract prices.
- (4) Partial, additional, minor, and advance deliveries require the prior approval of the Customer in written or text form. Without prior agreement, there is no obligation to accept delivery. The cost of necessary returns will be borne by the Contractor.
- (5) Unless otherwise agreed in writing, the specified receiving point (hereinafter also referred to as "destination") is the place of performance.
- (6) All deliveries require confirmation of receipt by an employee of the Customer who is authorized to submit this confirmation. Confirmation of receipt does not recognize the contractual nature and completeness of the purchased goods.

- (7) In case of deliveries to third countries (imports), the shipping documents must state whether duty was paid on the goods or not.
- (8) In the case of duty unpaid goods, the Contractor must submit the following customs clearance documents to the Customer: transit accompanying documents (e.g. T1), freight documents, customs or commercial invoices, preferential certificates such as form A, EUR.1, A.TR., certificate/attestation of origin, and other documents necessary for customs clearance. The Contractor also ensures that the information for the advance declaration procedure under customs law is complete and correct. This information will be present in the office required to make the advance declaration in good time, so that no delays in delivery ensue.
- (9) In the case of goods subject to customs clearance, proof of customs clearance (e.g. ATC number, tax certificate number) must be noted in the freight documents.
- (10) The Contractor is obliged to inform the Customer in detail and in writing of any permit requirements for (re-)exports in accordance with respective national export and customs regulations, as well as the export and customs regulations of the country of origin of the goods and services, if the Contractor is aware that these are designated for (re-)export.
- (11) The Contractor must package, label, and ship hazardous products in accordance with the relevant national and international regulations. The Contractor will fulfill all obligations relating to suppliers (in line with Article 3 No. 32 of EC Directive 1907/2006/EC (hereinafter "REACH") with regard to the delivery of goods according to REACH. In particular, in all cases stipulated in Article 31, Items 1 to 3 of REACH, the Contractor will provide the Customer with a safety data sheet in the language of the recipient country.
- (12) Until the stipulated goods arrive at the place of destination with the documents mentioned in Items 6.5 and 6.6 of the T&C, the Contractor bears the risk of accidental loss and accidental deterioration of the goods. If a delivery with assembly/service has been agreed on, the risk transfer takes place after the assembly/service has been rendered and the handover has been carried out properly.
- (13) If acceptance is prescribed by law or contractually agreed, the transfer of risk takes place when the Customer accepts it. If formal acceptance has been agreed on, the transfer of risk will not take place prior to confirmation of the successful acceptance by the Customer in the acceptance report. The payment of invoice amounts does not obviate formal acceptance.
- (14) With deliveries of machines or systems, the Contractor will take over installation and commissioning at the request of the Customer. If the necessary equipment has been provided by the Contractor, the costs incurred for this must be stated and invoiced separately; otherwise, they will be considered included in the offer. If additional development work is required to fulfill the order, the Customer will only bear the corresponding costs if there is prior written agreement.
- (15) Insofar as processing, measurement and test equipment, as well as gages, are provided by the Contractor, tool costs incurred must be stated separately in the offer and invoiced separately; otherwise, they will be considered included in the offer. Only calibrated measurement and test equipment and gages may be used.

7. Origin of Goods

- (1) The Contractor will state the non-preferential origin of the goods (country of origin) in commercial documents and, on the Customer's request, will provide a certificate/attestation of origin.
- (2) The product must comply with the conditions of origin of the bilateral or multilateral preferential agreements or the unilateral conditions of origin of the Generalized System of Preferences (GSP) for beneficiary countries, insofar as the delivery of goods within this trade framework is concerned.

8. Warranty Rights

- (1) The rights of the Customer in the event of material defects and legal defects pertaining to the purchased item (including incorrect and short delivery, as well as improper assembly, defective assembly, faulty operating instructions or operating instructions), as well as in the event of other breaches of duty by the Contractor, are governed by legal regulations unless otherwise specified below.
- (2) The Contractor ensures that the purchased item has the contractually agreed attributes, is suitable for use as stipulated by the contract, is state-of-the art, and complies with all relevant civil and public law standards. The

Contractor is also responsible for ensuring that no third-party rights are infringed by the contractual performance. This applies in particular to industrial property rights, copyrights and patent rights. The duration of the period of limitation for defect claims is determined according to the statutory provisions.

- (3) The statutory provisions (Sections 377 and 381 of the German Commercial Code (HGB)) apply to the commercial obligation of examination and notification of defects, with the following provisions: The Customer's duty of examination is limited to defects that are readily apparent by visual inspection, including of delivery documents (e.g. transport damage, incorrect and short delivery), or that are recognizable during quality control using sampling. Insofar as an acceptance has been agreed, there is no inspection obligation. This also depends upon the extent to which an examination is practicable, under consideration of the individual circumstances in the ordinary course of business. The duty to report defects discovered later remains unaffected. Without prejudice to the Customer's inspection obligation, the complaint (notification of deficiency) will in any case be considered fulfilled in a prompt and timely manner if it is sent within five working days from the time of discovery or, in the case of obvious defects, from the time of delivery.
- (4) In addition to the expenditures mentioned in Section 439 (2) and (3) of the German Civil Code (BGB), the Contractor is obliged to compensate for damage to other objects incurred as a result of the removal and installation of the defective object of purchase, and thus to release the Customer from claims of third parties.
- (5) The place of performance for subsequent performance is the place where the purchased item is located in accordance with its intended purpose. If the purchased item has been installed on the premises of third parties, the subsequent performance will be carried out in agreement with them and under consideration of their interests.
- (6) The subsequent performance also includes removal and re-installation of the defective purchase item, insofar as the purchase item has been installed in another object that is appropriate to its nature and purpose, or that it has been attached to another object; the Customer's legal claim for compensation of the expenditures remains unaffected. The Contractor will also bear the expenses required for the purposes of testing and subsequent performance even if it is ascertained that there was no actual defect. In the event of an unauthorized request for the removal of defects, the Customer is only liable if the Customer recognized or was grossly negligent in failing to recognize that there was no defect.
- (7) Without prejudice to the statutory rights and the regulations stated in Item 8 of the T&C, the following applies: If the Contractor does not comply with its obligation to render subsequent performance – at the Customer's option by remedying the defect (rectification) or supplying a defect-free item (replacement delivery) – within a reasonable period set by the Customer, then the Customer may remedy the defect and require the Contractor to reimburse the expenditures necessary for this or an appropriate advance payment. If the subsequent performance by the Contractor fails or is unacceptable to the Customer (e.g. due to special urgency, danger to operational safety, or the threat of disproportionate damage), no deadline needs to be set; the Customer will inform the Contractor immediately of such circumstances.
- (8) In addition, in the event of a material defect or legal defect, the Customer is entitled to diminution of the purchase price or to withdraw from the contract, in accordance with the statutory regulations. Furthermore, the Customer is entitled to compensation for damages and expenditures in accordance with the statutory regulations.

9. Liability, Producer's Liability, Insurance

- (1) In accordance with statutory regulations, the Contractor is liable without restriction for all damages that arise while the Contractor or the Contractor's vicarious agents are providing the contractual service.
- (2) If the Contractor is responsible for damage to a product, the Customer is indemnified from claims of third parties insofar as the cause is determined to be in the Contractor's scope of control and organization and the Contractor is liable in relation to third parties. Within the scope of the Contractor's indemnification obligation, the Contractor will reimburse expenditures pursuant to Sections 683 and 670 of the German Civil Code (BGB) which arise from or in conjunction with a third-party claim, including recall actions carried out by the Customer. The Customer will inform the Contractor of the nature and scope of recall measures to the extent possible and reasonable and will provide the Contractor with the opportunity to comment. Further legal claims remain unaffected.

- (3) The Contractor is obliged to take out adequate company liability, product liability, and environmental liability insurance, with commensurate coverage amounts for personal injury, property damage and financial loss, and to provide attestation of the insurance coverage to the Customer on request.
- (4) The Contractor will take out transport insurance if the Contractor bears risk for the transport, or if it must take out transport insurance due to delivery conditions. The liability amount must be equal to at least 110% of the commercial value of the goods transported.

10. Retention of Title, Provided Goods

- (1) Ownership of the purchased item will be transferred to the Customer, or a third party designated by the Customer, upon handover of the item, unless the parties have agreed on some other form of transfer of ownership. Retention of title in any form whatsoever is excluded.
- (2) If the goods provided by the Customer have been inseparably processed with other objects not belonging to the Customer, the Customer will become the owner of the new item; alternatively, the Customer will receive a co-ownership share in proportion to the value of the goods provided. The Customer will be promptly informed of any change in the legal and/or actual circumstances.

11. Payments

- (1) Payments made by bank transfer 30 days after delivery or partial delivery and receipt by the Customer of the invoice or partial invoice receive a 3% early payment discount; payments made within 60 days do not receive a discount.
- (2) Payments will be remitted exclusively by bank transfer to a bank account held under the name of the Contractor in the country in which the contractually due services are to be provided, or where the Contractor's headquarters are located.
- (3) The invoice must show the order number, project number, cost center, the performed service and the service recipient, and must be addressed to the invoice address provided by the Customer. Assigned delivery note or proof of performance must be enclosed. Invoices which cannot be verified due to incomplete information or for any other reason will be returned unprocessed to the Contractor at the Contractor's expense. Rejection of invoices will result in suspension of the payment period. This will begin again only when the invoice in question is resubmitted. The issue of the transfer order to the bank is decisive for the timeliness of the payment.

12. Assignment/Offset/Right of Retention

- (1) The Contractor may only assign claims from the contractual relationship to third parties with the prior approval of the Customer. Section 354a of the German Commercial Code (HGB) remains unaffected.
- (2) The Contractor is only authorized to offset and exercise retention rights if the Contractor's counterclaims are undisputed or have been determined to be legally binding. Retention rights can only be exercised within the scope of the contractual relationship in which the Customer's claim is founded.

13. Declarations by the Parties

- (1) The addressee of any declaration by the Contractor in conjunction with the sales contract is the Customer's contract issuing office.
- (2) All documents sent by the Contractor to the Customer must include the order number, the receiving office, the project name and number, and date of the purchase order.
- (3) Legally relevant declarations and notifications of the Contractor pertaining to the contract (e.g. deadlines, dunning notices, withdrawal) must be submitted in writing or in text form. Statutory requirements of form and further substantiation, especially in case of doubts about the legitimacy of the person making the declaration, remain unaffected.

14. Confidentiality/Data Protection

- (1) The Contracting Parties are obliged to treat all confidential information, business secrets and trade secrets obtained within the scope of the contractual relationship with secrecy, and in particular not to disclose them to third parties or to use them in any way other than for contractual purposes.
- (2) The Contracting Parties undertake to observe the applicable legal data protection regulations in the handling of personal data.

15. Drawings, Models, Documents

The Contractor may only use drawings, models, and documents received from the Customer for the purposes of initiating and fulfilling the contract and may not make them available to third parties. Upon request, the Contractor will return them to the Customer immediately without delay, at the latest after conclusion of the contract. They remain the property of the Customer, who also retains all other rights therein.

16. Applicable Law/Court of Jurisdiction

- (1) In addition to these T&C, the laws of the Federal Republic of Germany apply exclusively to legal relations with German contractual partners, with the exception of the relevant provisions of private international law and the UN Convention on Contracts for the International Sale of Goods (CISG).
- (2) If the Contractor is a merchant in terms of the German Commercial Code (HGB), a legal entity under public law, a special fund under public law, or a businessperson (as per Section 14 of the German Civil Code (BGB)), the relevant court of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is exclusively that of the Contractor's headquarters. In any case, however, the Customer is also entitled to take legal action in the relevant court of jurisdiction of the Contractor. Statutory regulations of overriding validity, in particular regarding exclusive responsibilities, remain unaffected.