

**1. Validity, Validity of the Supplier's Terms and Conditions**

- 1.1. These General Terms and Conditions of Purchase shall apply to entrepreneurs, legal entities under public law and special funds under public law ("Suppliers") and shall apply to all – also future – deliveries ("Contract Products") and other services to our company within the scope of purchase contracts, contracts for work and services and contracts for work and materials. We expressly object to any General Terms and Conditions of the Supplier; they shall not be binding on us even if we have not expressly objected to them again after receipt by us.
- 1.2. Text form shall be sufficient for compliance with the written form requirement under these Terms and Conditions of Purchase.

**2. Execution, environmental protection, safety, health protection and quality**

- 2.1. The Contract Products delivered must have the agreed specifications and properties, correspond to the state of the art and be suitable for resale. The delivered Contract Products must be suitable for the purposes expressly or otherwise brought to the Supplier's attention at the time of conclusion of the contract, otherwise for the purposes for which products of the same type are usually used. The Supplier shall in particular ensure that the legal requirements regarding manufacture, condition, conformity assessment, labelling and accompanying documentation/information are met.
- 2.2. Machines shall be supplied with operating instructions and an EC declaration of conformity in accordance with the Machinery Ordinance.
- 2.3. Contract Products delivered by the Supplier must be equipped with the prescribed safety devices and comply with the applicable safety and accident prevention regulations (in the case of systems or parts, in particular those applicable at the place of use). The Supplier shall submit to us in due time all certificates, approvals, permits or other confirmations and releases ("Approvals") required for the marketability of the Contract Products. Upon request, the Supplier shall provide us with all documents and information that we require to fulfil the obligations incumbent upon us under product law, in particular for testing or proving legal conformity. The Supplier shall inform us without delay if Approvals are revoked or otherwise lapse or cease to exist or if revocation, lapse or ceasing to exist of an Approval is imminent.
- 2.4. The Contract Products (including parts of Contract Products or substances/preparations) delivered by the Supplier must comply with all relevant statutory and regulatory requirements applicable in Germany and in the European Union. This concerns in particular, but not conclusively:
  - 2.4.1. The German Chemicals Act (ChemG), the Regulation on Prohibited Chemicals (ChemVerbotsV) and the associated sub-regulations. This concerns, among other things, compliance with the prohibitions on placing on the market according to Annex 1 ChemVerbotsV, the classification and labeling of hazardous substances according to CLP/GHS Regulation (EC) 1272/2008 in its current version.
  - 2.4.2. REACH Regulation (EC) No. 1907/2006 with the respective current amendments and corrections The Supplier expressly undertakes to supply only Contract Products which meet the requirements of the REACH Regulation. He is obligated to comply with the information obligations for the delivery of products according to the definition of the REACH regulation.
- 2.5. Insofar as the Supplier knows or has been informed by us at the time of the order, but at the latest by the time of the conclusion of the contract, that the Contract Products are to be delivered to or used in certain countries other than Germany, the Contract Products must also comply with the relevant regulations and official requirements in these countries.
- 2.6. The Supplier undertakes to maintain a certified management system at least in accordance with ISO 9001 or ISO 14 001 and to provide evidence thereof to us upon request. Compliance with industry and material field-specific requirements (e.g. CE

- requirements, EC machinery directives, ISO 13485, IEC, VDE, VDI regulations) shall be ensured to the extent that this corresponds to the state of the art and, if agreed, shall be proven. We shall be entitled to inspect the system by agreement.
- 2.7. The Supplier shall always be obliged to provide, without being requested to do so, all documents required for customs clearance.
- 2.8. The Supplier shall inform us immediately, without being requested to do so, of any pending changes or modifications to the Contract Products or their manufacture.
- 2.9. The Supplier shall indemnify us against claims and demands of third parties due to non-compliance with the regulations described above, unless he is not responsible for the non-compliance.

**3. Supplier's Offers**

- 3.1. In the offer as well as in the order confirmation, the Supplier shall adhere exactly to the specification and the wording of the inquiry as well as the order. In the event of deviations, an express reference shall be required.
- 3.2. The Supplier shall be obliged to notify us prior to conclusion of the contract of any unsuitability of the Contract Products to be supplied for the purpose intended by us and known to the Supplier. Similarly, the Supplier shall inform us of any special safety, health, environmental or other risks that may affect the resaleability of the Contract Products. Otherwise, the Contract Products shall not be in conformity with the contract.
- 3.3. We reserve our property rights and copyrights to illustrations, drawings, calculations and other documents of our inquiries; they may not be made accessible to third parties without our written consent. The documents are to be used exclusively for production on the basis of our order; after completion of the order they are to be returned to us without being requested to do so.
- 3.4. The preparation of offers is free of charge and non-binding for us.

**4. Our Orders**

- 4.1. Inquiries, verbal orders as well as verbal subsidiary agreements to the order, agreements and statements by our employees shall only become binding upon our written confirmation. This shall also apply to subsequent changes and additions.
- 4.2. The Supplier shall notify us in writing without delay of any changes or extensions to the scope of delivery/service which prove necessary during execution. They shall require our written consent.
- 4.3. The Supplier shall confirm our order in writing within a period of one week or, in particular, execute it without reservation by dispatching the goods (acceptance of order).

**5. Delivery and Performance Time**

- 5.1. The dates of delivery or performance stated in the order shall be binding. If the delivery time is not specified in the order and has not been agreed otherwise, it shall be a maximum of two weeks from the conclusion of the contract. Deliveries before the agreed delivery date may be rejected by us. The Supplier is obliged to inform us immediately in writing if circumstances occur or become apparent to him which indicate that the agreed date cannot be met. This shall not affect the obligation to meet the agreed deadlines.
- 5.2. In the event of a delay in delivery, suitable countermeasures to avert the consequences of the delay shall be proposed to us. The receipt of the Contract Products by us shall be decisive for compliance with the delivery date or the delivery period. The place of performance shall be the delivery address specified by us in the order.
- 5.3. In the event of a delay in delivery on the part of the Supplier, we shall be entitled to claim liquidated damages for the delay amounting to 1% of the value of the delayed delivery per completed week, but not more than 5%. The Supplier shall have

the right to prove to us that no damage or substantially less damage has been incurred as a result of the delay. We reserve the right to prove that higher damages have been incurred, and we also reserve the right to assert further rights such as rescission or damages for non-performance.

- 5.4. Insofar as the fulfilment of our contractual obligations, in particular the acceptance of the Contract Products, is unreasonably impeded by cases of force majeure, we shall be entitled to demand performance at a later date. We shall be obliged to notify the Supplier of this without delay.
- 5.5. The Supplier may only invoke the absence of necessary documents to be supplied by us if he has not received these documents within a reasonable period of time despite a written reminder.

**6. Shipment, place of performance**

- 6.1. Unless otherwise agreed, shipment shall be for the account and at the risk of the Supplier. The means of transport most favourable to us shall be chosen, unless we have expressly specified specific transport instructions. The deliveries shall be packed in such a way as to avoid damage in transit.
- 6.2. If Contract Products are to be delivered carriage paid or according to Incoterm DDP, Incoterm DDP shall apply with the proviso that the Supplier shall also bear the insurance until the arrival of the Contract Products at the place of destination.
- 6.3. In the case of hazardous materials/dangerous goods, product information, in particular safety data sheets, shall be provided to us in due time prior to delivery/collection. The Supplier shall, in particular, ensure the inspection of and compliance with the statutory provisions regarding the labelling and use of suitable packaging and during transport, insofar as this is owed by the Supplier. The same shall apply to information regarding marketing restrictions imposed by law.
- 6.4. The costs arising from misrouting of deliveries shall be borne by the Supplier, insofar as the Supplier undertakes the transport or is responsible for the misrouting of the transport. In the event that the delivery documents are missing any order marks or employment notes specified by us, all costs incurred as a result thereof, such as demurrage charges, conversion charges and the like, shall be borne by the Supplier, unless the Supplier is not responsible for this.
- 6.5. The Supplier shall in principle only be entitled to make partial deliveries/services with our written consent.
- 6.6. When entering and driving onto our factory premises, the instructions of our specialist personnel must be followed. Entering or driving onto the factory premises must be announced in good time.

**7. Weights, Quantities**

In the event of deviations in weight, the weight determined by us on receipt of the goods shall apply unless the Supplier proves that the weight calculated by him was determined correctly in accordance with a generally recognized method. This also applies analogously to quantities.

**8. Purchase of Supplies etc.**

Without our prior written consent, the Supplier shall not be entitled to have the performance owed by him 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. limitation to stock). The Supplier shall be liable for the supplies and services procured by it as for its own supplies/services; this shall apply in particular with regard to defects. The providers of the supplies/services are vicarious agents of the Supplier.

**9. Declaration of Originating Status**

If the Supplier makes declarations regarding the originating status of the Contract Products, the following shall apply: The Supplier undertakes to enable the verification of the proofs of origin

by the competent offices of the customs administration and to provide both the information required for this purpose and any necessary confirmations. The Supplier shall be obliged to compensate for any damage caused by the fact that the declared origin is not recognized by the competent authority as a result of faulty certification or lack of possibility of verification, unless he is not responsible for this.

**10. Prices, Invoicing**

- 10.1. Unless otherwise agreed, the prices stated in the order, including all discounts and surcharges, shall be fixed prices (plus statutory VAT) free place of use, including packaging and shipping costs. The agreement on the place of performance shall not be affected by the type of pricing.
- 10.2. In the absence of any other agreement or more favourable conditions on the part of the Supplier, payments shall be made within 14 days less 3% discount or within 30 days' net. Payment and discount periods shall run from receipt of the invoice, but not before receipt of the Contract Products or, in the case of services, not before their acceptance and, if documentation, test certificates (e.g. works certificates) or similar documents are part of the scope of services, not before their handover to us in accordance with the contract.
- 10.3. We shall be entitled to rights of set-off and retention to the extent provided by law.
- 10.4. The Supplier's invoices must contain the information entitling the Supplier to deduct input tax.

**11. Payment**

- 11.1. We shall pay on the agreed due date after complete delivery of the Contract Products.
- 11.2. Payments made shall not constitute acceptance of the invoice.
- 11.3. Payments shall be made by check, bank transfer or, if applicable, by digital cryptocurrency. The payment is on time if the check was sent by mail on the due date or the bank transfer was ordered at the bank on the due date. Interest on arrears cannot be claimed. The default interest rate is 5% points above the base interest rate. In any case, we are entitled to prove a lower damage caused by default than demanded by the buyer.
- 11.4. The assignment of claims against us requires our written consent.

**12. Transfer of risk, inspection of incoming goods**

- 12.1. The risk shall pass – even in the case of "carriage paid" and "free domicile" deliveries – to us or to the customer named by us only after the delivery has been handed over to us or, in the case of drop shipment, to our customer or the service has been accepted by us/our customer.
- 12.2. The Contract Products shall be inspected for quality and completeness upon receipt by us to the extent reasonable and technically possible for us. In the absence of concrete indications of a defect, only examinations of the external condition visible to the naked eye, including the delivery documents, shall be deemed reasonable within the scope of the incoming inspection, but not examinations of the internal condition of the Contract Products. Notifications of defects shall be deemed timely if they are sent within eight days. The period for notification of defects shall commence on the date on which we or our warehouse keeper – or, in the case of drop shipment, our customers – have discovered or should have discovered the defect.

**13. Liability for material defects**

- 13.1. The Supplier shall provide us with the goods free of material defects and defects of title. We shall be entitled to the statutory claims for liability for material defects and damages in full.
- 13.2. Any rectification of defects by the Supplier shall be deemed to have failed after the first unsuccessful attempt. We expressly reserve the right to claim damages, in particular for non-performance. The Supplier hereby assigns to us – on account of performance – all claims to which it is entitled against its up-

stream Suppliers on account of and in connection with the delivery of defective Contract Products. In order to assert such claims, the Supplier shall hand over to us all documents required for this purpose and make all necessary declarations.

- 13.3. The Supplier shall be responsible for ensuring that no industrial property rights or trade secrets of third parties are infringed by products delivered by him. The Supplier shall be liable for any breach of this obligation unless it is not responsible for such breach. The Supplier shall be obliged to keep this risk sufficiently insured and to provide us with proof thereof upon request.
- 13.4. We shall be entitled to our statutory rights of recourse within a supply chain (Supplier's recourse pursuant to Sections 445a, 445b, 478 German Civil Code (BGB) without limitation in addition to the claims for defects. In particular, we shall be entitled to demand from the Supplier exactly the type of subsequent performance (repair or replacement delivery) that we owe to our customer in the individual case. Our claims under Supplier recourse shall also apply if the defective Contract Products have been further processed by us or another contractor, e.g. by incorporation into another product.
- 13.5. The limitation period for our claims for defects shall be three years from the delivery of the Contract Product, unless statutory provisions provide for a longer limitation period or a later commencement of the limitation period.

**14. Product Liability**

- 14.1. The Supplier shall indemnify us against claims of third parties arising from producer liability and on the basis of the Product Liability Act if the cause lies within the Supplier's or its Suppliers' sphere of control or organization and the Supplier itself would be liable in the external relationship. Within the scope of his own liability for cases of damage according to the preceding sentence, the Supplier shall also be obliged to reimburse us for any expenses pursuant to Sections 683, 670 or pursuant to Sections 830, 840, 426 of the German Civil Code (BGB) which arise for us from or in connection with a lawfully implemented recall action or product warning; this shall also apply to precautionary recall actions or product warnings. All costs associated with the recall action or product warning shall be covered, in particular also the costs of legal prosecution and of an appropriate clarification of the facts (in particular installation and removal costs). We shall inform the Supplier of the content and scope of the recall measure to be carried out, insofar as this is possible and reasonable, and give him the opportunity to comment. Further legal claims shall remain unaffected.
- 14.2. In the event that claims are asserted against us by third parties under the Product Liability Act, the Supplier shall immediately, but no later than within 2 weeks, inform us of the respective manufacturer, importer or upstream Supplier and shall immediately provide us with any evidence that may be useful for the defence against product liability claims by third parties, such as, in particular, manufacturing documents and documents showing production and delivery batches and/or production and delivery dates.

**15. Insurances**

- 15.1. The Supplier must maintain liability insurance coverage with terms customary in the industry (minimum lump-sum coverage of 5 million euros per personal injury/property damage) for the duration of the contract – including limitation periods for warranties and liability for material defects as well as other limitation periods. The insurance must also cover installation and removal costs as well as recall costs. The Supplier must provide evidence of the existing insurance at our request; lower amounts of cover must be agreed with us in each individual case. If we are entitled to further claims for damages, these shall remain unaffected.
- 15.2. Unless otherwise agreed, all shipments directly addressed to us (e.g. deliveries based on purchase contracts, deliveries of

work and materials, maintenance orders or custom-made products, but not deliveries of materials for contracts for work and services performed by the Supplier at our facilities) shall be insured by the Supplier.

**16. Our Liability**

Our liability for any legal reason shall be limited to intent and gross negligence. This limitation of liability shall not apply in cases of injury to life, body or health and in cases of mandatory legal liability, e.g. product liability. In the event of a slightly negligent breach of material contractual obligations, our liability shall be limited to compensation for the foreseeable damage, unless there is damage in accordance with the preceding sentence 2. A material contractual obligation is an obligation that is essential for achieving the purpose of the contract, the fulfilment of which therefore makes the proper execution of the contract possible in the first place and on the fulfilment of which the Supplier relies and may rely.

**17. Retention of Title**

Insofar as we furnish or provide parts or materials to the Supplier, we shall retain title thereto. Processing or transformation by the Supplier shall be carried out for us. If the item provided by us is processed or inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the item subject to retention of title (purchase price plus VAT) to the other processed or mixed items at the time of processing/mixing. If the processing/mixing is carried out in such a way that the Supplier's item is to be regarded as the main item, it shall be deemed to be agreed that the Supplier transfers proportional co-ownership to us; the Supplier shall keep the sole ownership or the co-ownership for us.

**18. Termination of Contracts for Work and Services**

The commissioning of work and services may be terminated by us at any time until completion of the work in accordance with the statutory provisions. If we terminate the contract for an important reason for which the Supplier is responsible, the Supplier shall only be remunerated for the individual services rendered up to the date of receipt of the termination and which are utilized by us. Claims for damages on our part shall remain unaffected. If the contract is terminated by us for an important reason for which the Supplier is not responsible, the Supplier shall only receive the agreed remuneration for the individual deliveries and/or services provided up to the date of receipt of the termination. Further claims of the Supplier are excluded. In all other respects, the consequences of termination set out in Sections 648, 648a German Civil Code (BGB) shall apply.

**19. Waste Disposal**

Insofar as the Supplier's deliveries/services generate waste, the Supplier shall recycle or dispose of the waste – unless otherwise agreed in writing – at its own expense in accordance with the provisions of waste legislation. Ownership, risk and responsibility under waste law shall pass to the Supplier at the time the waste is generated.

**20. Compliance at the Supplier**

- 20.1. The Supplier confirms that its business activities are in compliance with the legal, in particular statutory, regulations applicable to it, with the regulations of the country of destination and with the contractual agreements concluded with us. The Supplier further confirms that it has taken sufficient organizational measures in its company to ensure compliance with the requirements described in the preceding sentence at all times.
- 20.2. The Supplier is strictly prohibited from offering, promising or granting an advantage to an employee of ours or to an agent of ours in return for giving unfair preference to the Supplier or another third party in the procurement of Contract Products or services, or from offering, promising or granting an advan-

tage to the Supplier or to a third party in return for performing or omitting an act in the procurement of Contract Products or services and thereby breaching its obligations towards us. If the Supplier violates this prohibition, we may terminate the contract with immediate effect.

**21. Place of Performance, Place of Jurisdiction, Applicable Law**

- 21.1. Unless otherwise agreed, our registered office shall be the place of performance for the Supplier's obligations as well as for our obligations.
- 21.2. German law shall apply, including the UN Convention on Contracts for the International Sale of Goods.
- 21.3. Insofar as commercial clauses in accordance with the International Commercial Terms (INCOTERMS) have been agreed, the INCOTERMS in the version of the INCOTERMS of the International Chamber of Commerce published at the time of conclusion of the contract shall apply.
- 21.4. The place of jurisdiction for all disputes arising out of or in connection with this contract shall be at our place of business (currently Mülheim an der Ruhr). We shall also be entitled to sue the Supplier at his place of business or at other legally permissible places of jurisdiction.

**22. Language Version**

Versions of these terms and conditions in languages other than German are for translation purposes only. In the event of any differences or contradictions between the different versions, the German version shall take precedence.