

## Terms and Conditions of purchase

### I. General provisions

1. These Terms and Conditions of Purchase shall apply to all orders and purchase contracts with our corporate suppliers.
2. Our terms and conditions of purchase shall apply exclusively. Other conditions shall not become part of the contract, even if we do not expressly contradict them. Anything else shall only apply if we expressly agree to the other conditions in writing. Our Terms and Conditions of Purchase shall apply even if we accept the supplier's order/purchase agreement without reservation, despite being aware of conflicting or deviating terms and conditions. Neither failure to object nor payment or acceptance of the goods shall constitute acceptance of any other terms and conditions.

### II. Conclusion of contract, copyrights

1. If our orders are not accepted in writing within 14 calendar days of receipt, we shall be entitled to revoke them.
2. Deviations from our orders shall be clearly marked as such in the order confirmation. A contract is established only if we have agreed to these deviations in writing.
3. Only orders placed in text form are legally binding. Orders placed verbally or by telephone require subsequent confirmation in text form in order to be legally valid. The same applies to verbal ancillary agreements and changes to the contract.
4. We reserve ownership rights and copyrights to illustrations, drawings, calculations and other documents. They must not be made accessible to third parties unless we have expressly agreed to this in writing. They 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 unsolicited. In addition, the provision in Section IX shall apply.

### III. Prices, terms of payment, transfer of ownership

1. The agreed prices are fixed prices.

2. Delivery shall be made DDP (Incoterms 2020) unless otherwise agreed in writing in individual cases. The price therefore includes the costs for packaging and transport to the place of delivery specified by us, as well as customs formalities and customs duties. Additional demands of any kind are excluded.
3. In the case of machines and mechanical plants, the price shall include proper installation and commissioning, including instruction of our personnel. The supplier shall, at its own expense, ensure the proper removal of any impurities (building rubble, packaging, etc.) that may arise.
4. We shall make payments within 30 days of receipt of invoice and goods less a 3% discount, or within 60 days net. For the question of the timeliness of payment, the debit from our account shall be decisive.
5. No remuneration shall be granted for the preparation of plans, cost estimates and the like.
6. Upon handover, the delivery becomes our property. This does not apply in the case of a simple reservation of title in your favour. The type of pricing does not change the agreement on the place of performance.

#### **IV. Delivery time, shipping, packaging**

1. Delivery shall be made DDP (Incoterms 2020) unless otherwise agreed in writing in individual cases.
2. The agreed delivery dates are binding. The receipt of the goods at the place of receipt or use specified by us or, in the case of machines and mechanical equipment, the proper installation and commissioning by the supplier shall be decisive for observance of the delivery date or the delivery period.
3. We must be informed immediately of all circumstances which may lead to a delay in the delivery date, stating the reasons. All costs incurred by us as a result of culpably omitted or delayed information shall be borne by you.
4. In the event of a delay in delivery, we shall be entitled to the statutory claims.

5. The goods are to be packaged in such a way that transport damage is avoided. Packaging materials shall only be used to the extent necessary to achieve this purpose. Only environmentally friendly packaging materials may be used.
6. In the case of machines and mechanical plants, the delivery includes all auxiliary and operating materials required for operation, as well as all documentation, such as drawings, quality and test certificates, service manuals, spare parts catalogues, comprehensive system descriptions, ready-to-use assembly and operating instructions and other manuals.
7. The supplier is obliged to deliver the contractual deliveries only to the place of receipt designated by us.
8. The supplier shall be liable for the consequences of incorrect issue of the shipping documents or delivery notes.
9. We shall accept partial deliveries only following an express agreement. The remaining quantity is to be stated.
10. We shall only accept the ordered quantities or quantities. Surplus deliveries or incomplete deliveries shall only be permissible following prior written agreement with us.
11. Deliveries made prematurely without our consent shall not affect the payment periods linked to the scheduled delivery date. We reserve the right to return goods arriving too early at the supplier's expense or to set the payment date on the prescribed delivery date.

## **V. Force majeure**

Force majeure, labour disputes, unrest, official measures and other unforeseeable, unavoidable and serious events shall release the contracting parties from their performance obligations for the duration of the disruption to the extent of their effect. This shall also apply if these events occur at a time when the affected contracting party is in default. The contracting parties shall be obliged to provide the necessary information immediately within the bounds of what is reasonable and to adapt their obligations to the changed circumstances in good faith.

We shall be released from the obligation to accept the ordered delivery/service in whole or in part and shall be entitled to withdraw from the contract if the delivery/service is no

longer usable for us – taking into account economic aspects – due to the delay caused by such events.

## **VI. Liability for defects; antitrust infringements**

1. All deliveries/services shall comply with the latest state of the art, the relevant legal provisions and the regulations and guidelines of authorities, professional associations and trade associations.
2. Our obligation to inspect incoming goods shall be deemed to have been fulfilled in good time if it is carried out within a period of 7 working days from receipt of the goods. We are entitled to lodge notices of defects within a period of up to 14 days from receipt of the goods or, in the case of hidden defects, from discovery of the defect.
3. We are entitled to the statutory rights of liability for defects without restriction. If we decide to remedy the defect or make a replacement delivery, the supplier must remedy the defect without delay. If this does not happen and/or is unsuccessful at the first attempt, we may, at the supplier's expense, ensure that the goods are in perfect condition ourselves or through third parties and return the defective or incorrect goods at the supplier's expense and risk.
4. The limitation period for claims based on defects is 36 months from the transfer of risk.
5. The supplier undertakes to offer only prices and conditions which are not subject to the influence of a cartel. Irrespective of this, the supplier undertakes to comply with all antitrust regulations.
6. If the supplier has agreed sales prices or other conditions with regard to products delivered to us with a third party or has made arrangements with this third party in this regard or has agreed on the division of territories and customers, the supplier is obliged to pay us a contractual penalty, the amount of which we shall determine at our reasonable discretion in the specific individual case. The discretionary determination is subject to judicial review. The contractual penalty is subtracted from a potential claim for damages. Any damage going beyond this can be demanded from us according to general rules. A contractual penalty shall not be payable if the supplier's conduct is permissible under the Act against Restraints of Competition (ARC) or the Treaty on the Functioning of the European Union (TFEU) or if the Supplier is not responsible for the infringement.

## **VII. Product liability**

1. If claims are asserted against us due to a violation of official safety regulations or due to domestic or foreign product liability regulations or laws due to the defectiveness of products which is attributable to the supplier's goods, we shall be entitled to demand compensation from the supplier in the amount of the damage incurred. This damage also includes the costs of any necessary recall action.
2. The supplier shall insure himself against all risks arising from product liability, including the recall risk, to an appropriate extent and shall submit the insurance policy to us for inspection upon request.

## **VIII. Industrial property rights**

1. The supplier guarantees that all deliveries/services are free from third party industrial property rights and, in particular, that patents, licences or other industrial property rights of third parties are not infringed by the delivery and use of the delivered items.
2. The supplier shall indemnify us and our customers against claims by third parties arising from any infringements of industrial property rights.
3. We shall be entitled to obtain permission from the entitled party to use the relevant items delivered and services at the supplier's expense.

## **IX. Confidentiality**

1. The supplier is obliged to keep all received illustrations, drawings, calculations and other documents and information strictly confidential. The supplier further assures that it shall use these documents exclusively for the processing of the order by us and shall not use them in further projects. The supplier shall take all reasonable and necessary measures to prevent third parties from becoming aware of and exploiting such information. The supplier undertakes to apply at least the same level of care to the confidentiality of the information transmitted as it does to the confidentiality of its own confidential information. Workers and salaried employees are to be bound to secrecy separately during and beyond the term of their employment, unless they are already contractually obliged to do so under their employment contract.
2. The supplier undertakes not to reproduce any documents which it has received from us for the cooperation and to return them to us in their entirety, including copies made, without being requested to do so, after termination of the cooperation. Any data and all

copies created shall be deleted or destroyed from all data carriers. This does not apply if legal obligations provide for their storage.

3. The obligation to maintain secrecy is not directed at public knowledge. Furthermore, it does not include the technical and commercial knowledge of the supplier from the moment it became publicly known, without any breach of contract by the supplier having caused this. Furthermore, it does not apply to developments which are already obvious and therefore no longer secret.
4. This obligation to maintain secrecy shall also continue to apply if the intended contract is not concluded or is terminated. The supplier shall bear the burden of proof for generally known knowledge and obviousness. It must also prove that technical and commercial knowledge has become public knowledge and that it has not caused this.
5. For each case of culpable infringement, the supplier must pay a contractual penalty to be determined by us at our reasonable discretion. Within the scope of the exercise of discretion, particular consideration shall be given to the significance of the breached obligation, the disadvantage we have suffered and the potential disadvantage we may suffer, as well as the degree of fault on the part of the supplier. The discretionary decision is fully subject to judicial review. The assertion of a further claim for damages, from which, however, the contractual penalty shall be credited, remains unaffected.

## **X. Final provisions**

1. The place of performance is Irschenberg.
2. Should individual parts of these Terms and Conditions of Purchase be legally invalid, the validity of the remaining provisions shall not be affected by this.
3. If the supplier is domiciled in the EU or the European Economic Area, the following shall apply: The exclusive place of jurisdiction shall be Munich if the supplier is a merchant, a legal entity under public law or a separate legal estate or has no general place of jurisdiction in Germany. If, however, the supplier is domiciled outside the EU and the European Economic Area, the arbitral tribunal of the German Institution of Arbitration (Deutsche Institution der Schiedsgerichtsbarkeit e.V., DIS) shall be exclusively responsible for all disputes arising out of and in connection with the contracts concluded under these General Terms and Conditions and shall make the final decision without recourse to the ordinary courts of law. The place of arbitration is Munich. The language of the case is German. If one party has to reimburse the other party's legal fees in connection with the arbitration proceedings, these shall be limited to the costs billable under the German Law on the Remuneration of Lawyers (Rechtsanwaltsvergütungsgesetz, RVG).



4. All contracts concluded are subject exclusively to the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods of 11.04.1980.

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