

General Terms and Conditions of Purchase (GTCP)

Valid from 19.06.2023



Earl H. Wood Street 1
79618 Rheinfelden, Germany
Phone +49 (76 23) 74 05-0
Fax +49 (76 23) 74 05-1 60
E-mail: mail@osypka.de
Internet: www.osypka.de

I. General, scope of application

- These General Terms and Conditions of Purchase (hereinafter referred to as "Terms and Conditions of Purchase") shall apply to all business relations with our business partners and suppliers (hereinafter referred to as "Supplier"). This shall only apply if the Supplier is an entrepreneur pursuant to Section 14 of the German Civil Code (BGB), a legal entity under public law or a special fund under public law.
- These Terms and Conditions of Purchase shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the supplier shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing. They are hereby objected to as a precautionary measure. The requirement for consent shall always apply, for example even if we accept a supplier's delivery without reservation in the knowledge of the supplier's general terms and conditions.
- Individual agreements made in individual cases shall take precedence over these Terms and Conditions of Purchase. A corresponding written contract or our written confirmation shall be authoritative for their content. In the event of individual agreements, these Terms and Conditions of Purchase shall apply subordinate and supplementary.
- These Terms and Conditions of Purchase shall apply in particular to contracts for the sale and/or delivery of movable goods. They shall also apply as a framework agreement in their respective valid version to future contracts for the sale and/or delivery of movable goods with the same supplier without it being necessary to refer to their validity again. We shall inform the supplier of any changes without delay.
- Any correspondence concerning the contract shall be conducted with Purchasing or the Customer, quoting the purchase order or order number.

II. Supplier offers

- Offers of the supplier shall be made at least in text form.
- If the supplier offers goods manufactured by a third party, the usual manufacturer's details shall be provided. For each article, the price per price unit, usual quantity scales and granted discounts shall be indicated.
- The offer shall indicate the supplier's address data, the possible delivery and shipping modalities and any payment deadlines.
- Unless otherwise stated in the offer, we are entitled to accept the offer within 10 days after receipt.

III. Orders

- Orders placed by us, as well as their supplements and amendments, shall only be deemed binding upon your written submission or confirmation.
- We shall be bound by our order for [five working days] from the date of the order, unless an order expressly provides for a different binding period. The supplier shall confirm it in writing within the binding period (order confirmation). The receipt of the order confirmation by us shall be decisive for the timeliness. Late order confirmations shall be deemed to be a new offer and shall require acceptance by us.

IV. Framework agreements

Framework agreements shall only be concluded by us by way of separate, written contracts expressly designated as framework agreements. These Terms and Conditions of Purchase shall apply subordinate and supplementary to such framework agreements.

V. Delivery, packaging, transfer of risk, retention of title

- Without our prior written consent, the supplier shall not be entitled to have the performance owed by him rendered by third parties, in particular subcontractors. The supplier shall bear the procurement risk for its services, unless otherwise agreed in individual cases. Any reservations of self-supply on the part of the supplier shall not apply.
- Partial, excess or short deliveries are only permissible by agreement.
- We may also request changes to the delivery item or service after conclusion of the contract and cancel the contract in whole or in part, provided this is reasonable for the supplier. We shall inform the supplier in writing or in text form of any changes.
- Unless otherwise agreed, deliveries shall be made "free domicile" to the place of delivery specified in the order. If the place of delivery is not specified and nothing else has been agreed, deliveries shall be made to our place of business in [Rheinfelden]. The respective place of delivery shall be the place of performance (Bringschuld) for the delivery, service or any subsequent performance.
- The transfer of risk of accidental loss or accidental deterioration shall be governed by the statutory provisions. If acceptance has been agreed, this shall be decisive for the transfer of risk.
- If we have undertaken to bear shipping costs by way of a corresponding agreement, the agreed shipping method shall always be selected, otherwise the most cost-effective shipping method. Additional expenses for non-permissible partial deliveries or for express and urgent goods as a result of delays in delivery shall only be borne by us if they were also caused by us.
- The goods must be properly packed. All parts or equipment to be delivered shall be sufficiently protected against any kind of damage, especially mechanical or electromagnetic damage, corrosion or moisture. No stapled packaging shall be used, a reasonable ratio of packaging to filling material shall be maintained and clean, uniform and recyclable filling material shall be used. The goods are to be clearly and legibly marked by means of labeling and must be assignable to our item number.
- The supplier shall take back and collect reusable packaging components (e.g. Euro pallets or skeleton containers). If the supplier does not collect his packaging within a reasonable period of time, we reserve the right to return it freight collect.
- Deliveries to our operating location in [Rheinfelden] can only be made from 6:30 a.m. - 3:30 p.m. Monday through Thursday and from 6:30 a.m. to 2:00 p.m. on Friday. Costs arising from non-observance of the goods acceptance times shall be borne by the supplier.
- The transfer of ownership of the goods to us shall be unconditional and without regard to the payment of the price. If, however, in individual cases we accept an offer of the supplier for transfer of ownership conditional on payment of the purchase price, the supplier's retention of title shall expire at the latest upon payment of the purchase price for the goods delivered. We shall remain authorized to resell the goods in the ordinary course of business, even before payment of the purchase price, with advance assignment of the claims arising therefrom. Other forms of retention of title are excluded, in particular the extended retention of title, the passed-on retention of title or the retention of title extended to further processing.

VI. Delivery bill

- Each delivery shall be accompanied by a detailed, legible delivery bill stating the delivery bill number, the date (of issue of the delivery bill and dispatch of the goods), our order number, our item number, our item text and the exact quantity of the

delivery.

- Insofar as partial deliveries are permissible, the outstanding remaining quantity shall be shown on the delivery bill of each partial delivery.
- If a delivery is made without a delivery bill or with a defective delivery bill, any resulting delays in processing and payment shall not be at our expense. If the delivered goods cannot be reliably assigned to any of our orders, or only with unreasonable effort, we reserve the right to return the goods freight collect.
- If available, the corresponding data sheets, in the case of hazardous substances the safety data sheets, as well as information on Reach, RoHS, CMR, CLP, MDR, CP65 and conflict minerals are to be sent with the goods. In case of changes, these are to be sent updated without requests.
- Insofar as the supplier has to provide material samples, test protocols, quality documents or other contractually agreed documents, the completeness of the delivery and service also presupposes the receipt of these documents.

VII. Delivery time and delay

- The delivery dates and deadlines specified in our orders are binding. The supplier shall immediately notify us in writing of any impending delay in delivery.
- A delivery made prematurely without our consent shall not affect the payment period tied to the intended delivery date. If the goods are delivered prematurely, we reserve the right not to accept the goods and to return them freight collect.
- If the supplier fails to deliver, fails to deliver within the agreed delivery period or is in default of delivery, we shall be entitled to the statutory claims. In particular, we shall be entitled to claim damages, in lieu of performance and rescission if the statutory requirements are met. Clause 7.4 remains unaffected.
- If the supplier is in default, we may, without prejudice to further statutory claims, demand compensation for our lump-sum default damages in the amount of 1% of the net price of the goods delivered late for each completed calendar week of the default, but in total not more than 5% of the goods delivered late. We reserve the right to prove higher damages caused by the delay. The supplier reserves the right to prove that no damage or a lesser damage has been incurred.

VIII. Prices

- The prices stated in an order are binding. They shall apply as fixed prices per order unit. All prices are in Euro including statutory value added tax, unless another currency is agreed in writing or the value added tax is shown separately.
- Unless otherwise agreed in individual cases, all ancillary services (e.g. assembly, installation, etc.) shall be deemed to be included in the price. The same applies to ancillary costs such as customs duties and taxes as well as insurance, transport, packaging, ancillary tool costs and other costs.
- We expressly object to clauses and arrangements that contain automatic price adjustment mechanisms, stable value clauses or unilateral price adjustment rights for the supplier.

IX. Payment

- The agreed prices shall be due for payment within 14 days with a 3% discount or within 30 days without discount. The periods shall run from receipt of a proper invoice and complete delivery and performance (including any agreed acceptance) and, if documentation or similar documents are part of the scope of performance, their handover to us in accordance with the contract. Time delays caused by incorrect or incomplete invoices shall not affect the discount periods.
- Payments are made by check or bank transfer. Payment shall be deemed to have been made in due time if the check has been mailed on the due date or the bank transfer has been ordered from the bank on the due date. Payment settlements by bill of exchange or cash on delivery are subject to our prior consent.
- We shall be entitled to the statutory rights of set-off and retention as well as the defense of non-performance of the contract.
- We do not owe interest on arrears. The default interest rate shall be 5 percentage points above the base interest rate per annum. For the occurrence of default, a written reminder by the supplier is required in any case.
- The supplier shall only be entitled to rights of set-off and retention on the basis of counterclaims that have been legally established or are undisputed.

X. Liability for defects, limitation of claims for defects

- Our rights in the event of material defects and defects of title of delivered goods shall be determined in accordance with the statutory provisions, subject to the following provisions.
- The delivered goods must be free of material defects and defects of title at the time of transfer of risk and in particular must have the agreed quality. The product descriptions which have become the subject matter of the contract by designation or reference in our order shall in any case be deemed to be agreements on quality, irrespective of whether they originate from the supplier or the manufacturer. Furthermore, the supplier shall be responsible for ensuring that his goods comply with the recognized rules of technology and the agreed standards. The supplier shall comply with relevant safety, occupational health and safety, accident prevention and comparable regulations.
- In the case of goods with digital elements or other digital content, the supplier shall owe the provision and updating of the digital content in any case to the extent that this results from a quality agreement or other product description by the manufacturer or on its behalf, in particular on the Internet, in advertising or on the goods label.
- Notwithstanding Section 442 (1) sentence 2 of the German Civil Code (BGB), we shall also be entitled to the statutory claims for material defects and defects of title of the delivered goods without limitation if a defect remained unknown to us at the time of conclusion of the contract due to gross negligence.
- The statutory obligations to inspect and give notice of defects pursuant to Sections 377, 381 of the German Commercial Code (HGB) shall apply only subject to the following proviso: We shall be obliged to inspect the goods for defects which are identifiable during the incoming goods inspection under external examination of the goods and delivery papers as well as during random quality control (for example transport damage, wrong and short deliveries). In all other respects, an obligation to inspect shall exist only to the extent that it is reasonable, taking into account the circumstances of the individual case and the circumstances of a proper course of business. Our obligation to give notice of defects discovered later shall remain unaffected. Notwithstanding the duty to examine, a notice of defect shall be deemed to have been given without undue delay and in good time if it is sent within three working days of discovery or, in the case of obvious defects, of receipt of the goods by us. If acceptance has been agreed, there shall be no obligation to inspect.
- We shall be entitled to remedy the defect ourselves at the supplier's expense if there is imminent danger or special urgency.
- The limitation period for claims for defects shall be 3 years from the transfer of risk, in derogation of Section 438 (1) No. 3 of the German Civil Code (BGB). If acceptance

has been agreed, the limitation period shall commence upon acceptance.

8. The aforementioned limitation period of 3 years shall apply mutatis mutandis to claims arising from defects of title, but the statutory limitation period pursuant to Section 438 (1) No. 1 BGB shall remain unaffected. However, claims arising from defects of title shall not become statute-barred under any circumstances as long as the third party can still assert the respective right against us in the absence of a statute of limitations.

XI. Product and producer liability

1. Insofar as the supplier is responsible for product damage, he shall be obliged to indemnify us against claims for damages by third parties upon first request, insofar as the cause lies within his sphere of control and organization and he himself is liable in relation to third parties.
2. The supplier's indemnification obligation also includes the obligation to reimburse us for expenses pursuant to §§683, 670 BGB and §§ 830, 840, 426 BGB arising from or in connection with a claim by a third party or a recall action carried out by us. Insofar as this is possible and reasonable, we shall inform the supplier in advance of any recall measures and give him the opportunity to comment. Any further legal claims shall remain unaffected.
3. The supplier undertakes to maintain product liability insurance with coverage of at least EUR 10 million per personal injury/property damage.

XII. Supplier recourse

1. In addition to our claims for defects, we shall be entitled to the statutory claims within a supply chain (supplier recourse pursuant to §§ 445a, 445b BGB) without limitation. In particular, we shall be entitled to demand from the supplier precisely the type of subsequent performance (repair or replacement) that we owe our customer in the individual case; in the case of goods with digital elements or other digital content, this shall also apply with regard to the provision of any necessary updates. Our statutory right of choice (Section 439 (1) BGB) shall not be restricted hereby.
2. We shall notify the supplier before we acknowledge or fulfill claims for defects asserted by a customer. Furthermore, we shall briefly inform him of the facts and request him to submit a written statement within a reasonable period of time. If no statement is made within the set period of time and no amicable solution is reached, any claim for defects that we have fulfilled shall be deemed to be owed to our customer, unless the supplier is able to prove the contrary.
3. We shall also be entitled to the statutory rights of recourse if the goods have been further processed, in particular incorporated into another product, by us or one of our customers prior to their sale to a consumer.

XIII. Property rights

1. In accordance with the following provisions, the Supplier warrants that the goods delivered by it do not infringe any industrial property rights or applications for industrial property rights of third parties in the European Union, the USA or other countries in which it manufactures the goods or has them manufactured.
2. The supplier is obliged to indemnify us against claims of third parties arising from the infringement of the property rights mentioned in Clause 13.1 and to reimburse us for all necessary expenses in connection with claims by third parties. This claim shall not exist insofar as the supplier proves that it is not responsible for the infringement of the property rights and that it should not have been aware of the infringement at the time of delivery if it had exercised the necessary commercial diligence.
3. Upon our request, the Supplier shall inform us of the existing published and unpublished proprietary rights as well as licensed property rights and applications for property rights to the delivery item.
4. Our further legal claims due to defects of title shall remain unaffected.

XIV. Provision of documents and means of production, provision, secrecy

1. We reserve all property rights, copyrights and other industrial property rights to all execution instructions, illustrations, plans, drawings, calculations, other documents (data carriers shall be deemed equivalent to documents) as well as files (together "Documents"). Such Documents may only be used by the Supplier for the performance of the contractual obligations towards us and shall be returned to us after the performance of the contractual obligations. The documents shall be subject to secrecy vis-à-vis third parties, even beyond the end of the contracts between the supplier and us. The obligation to maintain secrecy shall only expire if the information contained in the documents becomes generally known or otherwise becomes known to the supplier without a breach of this obligation to maintain secrecy.
2. The above provision shall apply mutatis mutandis to substances and materials, samples, models, tools and other means of production made available to the supplier by us. Insofar as they are not processed as intended, they shall be stored separately and protected and insured to a reasonable extent against fire, damage, breakage and theft.
3. The processing, mixing or combination of provided objects, substances or materials by the supplier shall be carried out for us as manufacturer with the consequence that we acquire ownership thereof in accordance with the statutory provisions.
4. The supplier may only advertise our business relationship with our prior written consent.

XV. Quality requirements

1. As soon as quality problems of the delivered goods, infringement risks or (alleged) infringement cases become known, the supplier shall inform us thereof without delay.
2. Should serious quality problems arise within the term of the contract which are not remedied despite repeated complaints, notices of defects or negotiations, we reserve the right, after issuing a reminder and setting a reasonable period of grace, to withdraw from orders, framework agreements or supply contracts.
3. If special quality assurance measures are required, we shall request the supplier to sign a separate and detailed quality agreement. Unless expressly stipulated, these Terms and Conditions of Purchase shall apply subordinate and supplementary to this Quality Agreement.
4. If external quality inspections or audits by our customers or e.g. our notified body are also desired at our suppliers, these are to be made possible after mutual agreement with the bodies.

XVI. Long-term declaration

Insofar as their issuance is permissible, the supplier is obliged to issue supplier's declarations or long-term supplier's declarations in accordance with the relevant statutory provisions, in particular Regulation (EC) No. 1207/2001, for Warren delivered to us and to enclose them with the delivery. In any case, a works certificate must be sent along.

XVII. Execution of works and services

Persons who perform work on our factory premises in fulfillment of the contract must also register at the central office for repetitive routine work. Without an authorized signature of a client on the delivery bill, stage slip or acceptance report, no guarantee can be given for accepted invoicing. The supplier shall ensure that its employees or agents working on our factory premises comply with the applicable safety and accident prevention regulations as well as the fire protection regulations. Liability for accidents that occur to these persons on the factory premises is excluded, insofar as these have not been caused by us intentionally or through gross negligence.

XVIII. Jurisdiction and choice of law

1. The exclusive - also international - place of jurisdiction for all disputes arising from the contractual relationship is Freiburg im Breisgau, Germany. However, we shall be entitled to bring an action at the place of performance of the delivery obligation or any other statutory place of jurisdiction.
2. These Terms and Conditions of Purchase and the entire legal relationship between the Supplier and us shall be governed by German law. The application of UN purchasing law is excluded.