

# General Terms and Conditions of Purchase

(as at July 2024)

## 1. general, scope of application

1.1 These General Terms and Conditions of Purchase (hereinafter referred to as "**Terms and Conditions of Purchase**") shall apply to all business relationships 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.

1.2 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 insofar as we have expressly agreed to their validity in writing. They are hereby rejected as a precautionary measure. The requirement of 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.

1.3 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 decisive for their content. In the event of individual agreements, these Terms and Conditions of Purchase shall apply subordinately and in addition.

1.4 These Terms and Conditions of Purchase 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 for 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 immediately of any changes.

1.5 All correspondence relating to the contract must be conducted with Purchasing or the Customer, quoting the order number.

## 2. offers of the supplier

2.1 Offers by the supplier must be made at least in text form.

2.2 If the supplier offers goods manufactured by a third party, the usual manufacturer's details must be provided. The price per price unit, standard quantity scales and discounts granted must be stated for each item.

2.3 The offer must include the supplier's address details, the possible delivery and shipping modalities and any payment deadlines.

2.4 Unless otherwise stated in the offer, we are entitled to accept the offer within 10 days of receipt.

## 3. orders

3.1 Orders placed by us, as well as any additions and amendments thereto, shall only be binding upon your written submission or confirmation.

3.2 Unless an order expressly provides for a different commitment period, we shall be bound by our order for [five working days] from the date of the order . The supplier must confirm the order in writing within the binding period (order confirmation). The receipt of the order confirmation by us shall be decisive for timeliness. Delayed order confirmations shall be deemed a new offer and require our acceptance.

#### **4. 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 subordinately and in addition to such framework agreements.

#### **5 Delivery, packaging, transfer of risk, retention of title**

5.1 Without our prior written consent, the supplier shall not be entitled to have the performance owed by it 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 by the supplier shall not apply.

5.2 Partial, excess or short deliveries are only permitted by agreement.

5.3 We may also demand 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 of any changes in writing or in text form.

5.4 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 registered office in [Rheinfelden]. The respective place of delivery is the place of performance (debt to be discharged at creditor's domicile) for the delivery, service or any subsequent performance.

5.5 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.

5.6 If we have undertaken to bear shipping costs by corresponding agreement, the agreed shipping method must 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.

5.7 The goods must be properly packaged. All parts or devices to be delivered must be adequately protected against any kind of damage, in particular 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 must be labeled clearly and legibly and must be assignable to our article number.

5.8 The supplier must take back and collect reusable packaging components (e.g. Euro pallets or mesh boxes). If the supplier does not collect its packaging within a reasonable period of time, we reserve the right to return it freight collect.

5.9 Deliveries to our premises in [Rheinfeldern] can only be made from Monday to Thursday from 6:30 am to 3:30 pm and on Friday from 6:30 am to 2:00 pm. Costs arising from non-compliance with the goods acceptance times shall be borne by the supplier.

5.10. The transfer of ownership of the goods to us must take place unconditionally 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 upon payment of the purchase price, the supplier's reservation of title shall expire at the latest upon payment of the purchase price for the delivered goods. We shall remain authorized to resell the goods in the ordinary course of business, even before payment of the purchase price, subject to advance assignment of the resulting claims. Other forms of retention of title are excluded, in particular the extended retention of title, the forwarded retention of title or the retention of title extended to further processing.

## **6. delivery bill**

6.1 Each delivery must be accompanied by a detailed, legible delivery bill stating the delivery note number, the date (of issue of the delivery bill and dispatch of the goods), our order number, our article number, our article text and the exact quantity of the delivery.

6.2 Insofar as partial deliveries are permissible, the remaining quantity still outstanding must be shown on the delivery bill for each partial delivery.

6.3 If a delivery is made without a delivery bill or with an inadequately executed delivery bill, any resulting delays in processing and payment shall not be at our expense. If the delivered goods cannot be assigned to any of our orders with certainty, or only with unreasonable effort, we reserve the right to return the goods freight collect.

6.4 If available, the associated 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 must be sent with the goods. In the event of changes, these are to be sent updated without any requests.

6.5 If 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.

## **7 Delivery time and delay in delivery**

7.1 The delivery dates and deadlines stated in our orders are binding. The supplier shall immediately notify us in writing of any impending delay in delivery.

7.2 A delivery made prematurely without our consent shall not affect the payment period tied to the scheduled delivery date. If the goods are delivered prematurely, we reserve the right not to accept the goods and to return them freight collect.

7.3 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.

7.4 If the supplier is in default, we may, without prejudice to further statutory claims, demand compensation for our liquidated damages for default in the amount of 1% of the net price of the goods delivered late for each completed calendar week of default, but not more than 5%

of the goods delivered late in total. We reserve the right to prove higher damages caused by delay. The supplier reserves the right to prove that no or less damage has been incurred.

## **8. prices**

8.1 The prices stated in an order are binding. They are fixed prices per order unit. All prices are quoted in euros including statutory VAT, unless a different currency is agreed in writing or VAT is shown separately.

8.2 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, transportation, packaging, ancillary tooling and other costs.

8.3 We expressly object to clauses and arrangements that contain automatic price adjustment mechanisms, stable value clauses or unilateral price adjustment rights for the supplier.

## **9. payment**

9.1 The agreed prices shall be due for payment within 14 days with a 3% discount or within 30 days without deduction. 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.

9.2 Payments shall be made by check or bank transfer. Payment shall be deemed to have been made on time if the check has been sent by post 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.

9.3 We shall be entitled to the statutory rights of set-off and retention as well as the defense of non-performance of the contract.

9.4 We do not owe any interest on arrears. The default interest rate shall be 5 percentage points above the base interest rate per annum. A written reminder from the supplier is required in any case for the occurrence of default.

9.5 The Supplier shall only be entitled to rights of set-off and retention on the basis of legally established or undisputed counterclaims.

## **10. liability for defects, limitation of claims for defects**

10.1 Subject to the following provisions, our rights in the event of material defects and defects of title of delivered goods shall be governed by the statutory provisions.

10.2 The delivered goods must be free of material defects and defects of title upon 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 the quality, irrespective of whether they originate from the supplier or the manufacturer. Furthermore, the supplier shall be responsible for ensuring that its goods comply with the recognized rules of technology and the agreed standards. The supplier shall comply with relevant safety, occupational safety, accident prevention and comparable regulations.

10.3 In the case of goods with digital elements or other digital content, the Supplier shall be responsible for providing and updating the digital content in any case to the extent that this results from a quality agreement or other product description of the manufacturer or on its behalf, in particular on the Internet, in advertising or on the goods label.

10.4 Notwithstanding § 442 para. 1 sentence 2 BGB, we shall also be entitled to the statutory claims for material defects and defects of title of the delivered goods without restriction if a defect remained unknown to us at the time of conclusion of the contract due to gross negligence.

10.5 The statutory duties of inspection and notification of defects pursuant to Sections 377 and 381 of the German Commercial Code (HGB) shall only apply with the following proviso: We are obliged to inspect the goods for defects which are recognizable during the incoming goods inspection by external examination of the goods and delivery documents as well as during random quality control (e.g. transport damage, incorrect and short deliveries). In all other respects, a duty to inspect shall only exist insofar as 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 at a later date remains unaffected. Notwithstanding the duty to inspect, a notice of defects shall in any case be deemed to be immediate and timely 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 is no obligation to inspect the goods.

10.6 We are entitled to remedy the defect ourselves at the supplier's expense if there is imminent danger or particular urgency.

10.7 The limitation period for claims for defects shall be 3 years from the transfer of risk, in deviation from § 438 para. 1 no. 3 BGB. If acceptance has been agreed, the limitation period shall commence upon acceptance.

10.8 The aforementioned limitation period of 3 years shall apply accordingly to claims arising from defects of title; however, the statutory limitation period pursuant to Section 438 (1) No. 1 BGB shall remain unaffected. However, claims arising from defects of title shall in no case become time-barred as long as the third party can still assert the respective right against us in the absence of a limitation period.

## **11 Product and producer liability**

11.1 Insofar as the supplier is responsible for product damage, he shall be obliged to indemnify us against claims for damages by third parties on first demand insofar as the cause lies within his sphere of control and organization and he himself is liable in relation to third parties.

11.2 The supplier's indemnification obligation also includes the obligation to reimburse us for expenses pursuant to Sections 683, 670 BGB and Sections 830, 840, 426 BGB arising from or in connection with a claim by third parties or a recall action carried out by us. Insofar as this is possible and reasonable, we shall inform the supplier in advance of recall measures

and give him the opportunity to comment. Any further statutory claims shall remain unaffected.

11.3 The supplier undertakes to maintain product liability insurance with cover of at least EUR 10 million per personal injury/property damage.

## **12. supplier recourse**

12.1 In addition to our claims for defects, we shall be entitled to the statutory claims within a supply chain (supplier recourse pursuant to Sections 445a, 445b BGB) without restriction. In particular, we are entitled to demand exactly the type of subsequent performance (rectification or replacement delivery) from the supplier that we owe to our customer in the individual case; in the case of goods with digital elements or other digital content, this also applies with regard to the provision of necessary updates. Our statutory right to choose (Section 439 (1) BGB) is not restricted by this.

12.2 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 of the case and request a written statement within a reasonable period of time. If no statement is made within the set period and no amicable solution is reached, any claim for defects fulfilled by us shall be deemed to be owed to our customer, unless the supplier succeeds in proving the contrary.

12.3 We shall also be entitled to the statutory rights of recourse if the goods have been further processed by us or one of our customers prior to their sale to a consumer, in particular if they have been incorporated into another product.

## **13. property rights**

13.1 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.

13.2 The supplier is obliged to indemnify us against claims of third parties arising from the infringement of the industrial 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 apply if the supplier proves that he is not responsible for the infringement of property rights and should not have been aware of it at the time of delivery if he had exercised due commercial care.

13.3 At our request, the supplier shall inform us of the existing published and unpublished own and licensed industrial property rights and applications for industrial property rights to the delivery item.

13.4 Our further statutory claims due to defects of title shall remain unaffected.

## **14. provision of documents and means of production, provision of materials, confidentiality**

14.1 We reserve the right of ownership, copyright and other industrial property rights to all instructions for execution, illustrations, plans, drawings, calculations, other documents (data carriers are equivalent to documents) and files (together "**Documents**"). Such Documents may only be used by the Supplier for the fulfillment of its contractual obligations towards us

and must be returned to us after fulfillment of the contractual obligations. The documents are subject to confidentiality vis-à-vis third parties, even after the end of the contracts between the supplier and us. The obligation of confidentiality shall only expire if the information contained in the documents becomes generally known or otherwise becomes known to the supplier without breach of this confidentiality obligation.

14.2 The above provision shall apply accordingly to substances and materials, samples, models, tools and other means of production provided by us to the supplier. If they are not processed as intended, they must be stored separately and protected and insured to an appropriate extent against fire, damage, breakage and theft.

14.3 The treatment, processing, mixing or combination of objects, substances or materials provided by the supplier shall be carried out for us as manufacturer with the consequence that we shall acquire ownership thereof in accordance with the statutory provisions.

14.4 The supplier may only advertise our business relationship with our prior written consent.

## **15. quality requirements**

15.1 As soon as quality problems of the delivered goods, risks of infringement or (alleged) cases of infringement become known, the supplier must inform us immediately.

15.2 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 to withdraw from orders, framework agreements or supply contracts after issuing a reminder and setting a reasonable grace period.

15.3 If special quality assurance measures are required, we shall require the supplier to sign a separate and detailed quality agreement. Unless expressly stipulated otherwise, these Terms and Conditions of Purchase shall apply subordinate to and in addition to this Quality Agreement.

15.4 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.

15.5 The Supplier shall inform us in writing of any intended quality-relevant changes to its quality management system and of any changes to its relevant production factors and have them approved by us in writing. This applies to goods according to customer specifications. The notification shall be made in good time before the intended or necessary change so that we can check whether the change could have a detrimental effect. Changes requiring approval include in particular, but are not limited to

- Use of alternative materials or constructions,
- Use of new or modified tools or use of replacement tools,
- Change in manufacturing methods or production processes,
- Relocation of production in the sense of a no longer contiguous area,
- Use of new production equipment (e.g. machines, tools), also when duplicating production equipment without changing the production process.
- production facilities without changing the manufacturing process,
- Change of subcontractors, in particular suppliers of raw materials,
- Change of procedures

## **16. long-term declaration**

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

## **17. performance of work and services**

Persons who carry out work on our factory premises in fulfillment of the contract must register at the head office, even for repetitive routine work. No guarantee can be given for an accepted invoice without an authorized signature of a client on the delivery bill, control slip or acceptance report. The supplier shall ensure that its employees or agents working on our factory premises comply with the applicable safety and accident prevention regulations and fire protection regulations. Liability for accidents that occur to these persons on the factory premises is excluded, unless they were caused by us intentionally or through gross negligence.

## **18 Jurisdiction and choice of law**

18.1 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 take legal action at the place of performance of the delivery obligation or any other statutory place of jurisdiction.

18.2 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 the UN Convention on Contracts for the International Sale of Goods is excluded.