

# General Terms and Conditions of Purchase

## 1. Conclusion of agreement

Offers/inquiries from suppliers are subject to change until the written order confirmation by us. Orders therefore only become binding upon our written confirmation; oral agreements are not yet effective in this respect and are therefore non-binding.

## 2. Technical data, documents, and confidentiality

2.1 Information from brochures, drawings, etc. is only binding if it is expressly confirmed by us with the order confirmation in the event of an order.

2.2 Construction drawings and detailed plans are subject to copyright protection. They are therefore to be returned to us at our request for execution. The supplier is not entitled to disclose them to third parties.

In the event of a culpable breach of this confidentiality obligation, the supplier owes us a contractual penalty of €10,000 per violation.

2.3 We reserve the right to amend the design and shape of the delivery item to the extent that they are made by our contractual partners and these changes are reasonable for the supplier.

## 3. Delay in delivery

If the supplier is in fault with its delivery, we are entitled to interest in arrears as well as compensation for the damage caused by the delay. From the date of the occurrence of the default, interest is payable on a cash benefit between entrepreneurs at the interest rate of nine percentage points above the base interest rate according to Section 288 (2) of the German Civil Code ("<https://www.basiszinssatz.de/>")

## 4. Delivery dates and deadlines as well as acceptance/handover

4.1 If a fixed delivery time has been agreed, it begins on the day of dispatch of our written order confirmation, but not before all essential details have been finally clarified during execution.

4.2 Delivery dates and deadlines stated in the written order confirmation are binding. Something else only applies if and to the extent that the supplier has expressly objected to them by naming new unconditional delivery dates and deadlines and we have then also agreed to this. Compliance includes the receipt of goods by us or at the agreed place of performance.

4.3 The supplier is obliged to inform us immediately in writing if circumstances arise or become apparent to him from which it follows that agreed delivery dates cannot be met.

4.4 If the supplier fails to comply with delivery dates and deadlines for reasons that lie within its sphere of risk, despite setting a reasonable grace period, we are also entitled to withdraw from the contract and/or claim damages.

4.5 If the Supplier fails to comply with delivery dates and deadlines for reasons for which the Supplier is demonstrably not responsible, the Contracting Parties undertake to adjust the Contract in good faith in accordance with the changed circumstances. However, we are released from any obligation to accept the ordered delivery and are entitled to withdraw from the contract to the extent that the delivery is no longer reasonable for us from an economic point of view due to the passage of time.

4.6 Unless otherwise agreed, partial deliveries are not permitted.

4.7 The transfer of possession is to take place on the agreed delivery date. This means that the risk of accidental interference, the uses and the traffic safety obligations are transferred to us.

4.8 Should work disputes and/or other events for which we are not responsible cause impediments to performance that are beyond our control, the agreed date will be postponed by the time caused by this disruption. In this case, the supplier does not have any claims for compensation or compensation of any kind against us.

4.9 If we suffer damage due to a delay caused by the fault of the Supplier, the delay on our part to the exclusion of further claims entitles us to claim compensation for delay. This amounts to 0.5% for each full week of delay, but for the whole month no more than 5% of the value of that part of the total delivery that cannot be completed on time or in accordance with the contract because of the delay.

## 5. Supplier Recourse Regulation

5.1 Our statutory recourse claims within a supply chain (supplier recourse according to §§ 478, 479 BGB) we are entitled to without restriction in addition to the claims for defects. In particular, we are entitled to demand from the supplier exactly the type of supplementary performance (repair or replacement delivery) that we owe to our supplier in the individual case. Our statutory right of choice (§ 439 para. 1 BGB) is not restricted by this.

5.2 Before we acknowledge or fulfil a claim for defects asserted by our supplier (including reimbursement of expenses pursuant to §§ 478 (2), 439 (2) BGB), we will notify the supplier and ask for a written statement with a brief explanation of the facts. If the statement is not made within a reasonable period and no amicable solution is reached, the claim for defects granted by

us shall be deemed to be owed to our supplier; in this case, it is the responsibility of the supplier/seller to prove the opposite.

5.3 Our claims for supplier recourse also apply if the goods have been further processed by us or one of our suppliers before they are sold to a consumer, e.g., by incorporation into another product.

## 6. Supplier Warranties

6.1 The supplier guarantees that no intellectual property rights of third parties will be infringed by the deliveries / services provided by him. It guarantees that they comply with the relevant national, European, and international legal provisions and the regulations and guidelines of authorities, employer's liability insurance association and professional associations.

6.2 The supplier also guarantees that the deliveries / services provided by him are state-of-the-art.

6.3 Insofar as the delivery item is or is to be provided with a CE and/or GS mark, the supplier guarantees that the product is marked in accordance with the standard and permissible, including the performance of the test in accordance with § 22 para. 5 ProdSG.

6.4 If the deliveries / services do not correspond to the assumed warranty, the supplier shall be liable to us for all resulting damages, including consequential damages. The contractual and statutory warranty claims remain unaffected by this.

6.5 We are entitled to demand that the supplier submit certificates of quality in respect of the delivery items free of charge.

6.6 For evidentiary purposes, the filing of complaints of defects is only permissible and effective in writing. In addition to the management, the addressee for such notices of defects is a specific contact address is the procurement department.

6.7 For the parts and repairs delivered as replacements, the warranty period is 12 months from the completion of the replacement service. However, it runs at least until the expiry of the original warranty period for the object of performance. The period for liability for defects in the delivery item shall be extended by the duration of the interruption of operations caused by the repair work.

## 7. Place of performance

For the deliveries, the place of fulfillment resulting from our order confirmation and the Incoterm used there (in accordance with Incoterms 2010) applies. In this respect, the place of performance is to be equated with the place of delivery defined in the respective Incoterm (in accordance with Incoterms 2010). If no place of performance is specified in the order confirmation, delivery will be placed in Unna. The place of performance for all other obligations arising from the delivery relationship is – unless otherwise stated in the order confirmation – our place of business.

## 8. Final Provisions

8.1. The place of jurisdiction for all disputes arising from the business relationship between us and the Supplier is, at our discretion, our registered office or the Client's registered office. For lawsuits against us, Hamm/Westf. (Germany) exclusive place of jurisdiction. However, we are also entitled to file a lawsuit at the supplier's headquarters. Mandatory statutory provisions on exclusive places of jurisdiction remain unaffected by this regulation.

8.2. The relationship between the supplier and the purchaser shall be governed exclusively by the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) does not apply.

8.3. Insofar as the contract or these General Terms and Conditions of Sale and Delivery contain gaps in the provisions, those legally effective provisions shall be deemed to have been agreed to fill these gaps which the contracting parties would have agreed upon in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions of Delivery if they had known about the loophole. The contract or these General Terms and Conditions of Sale and Delivery shall remain effective in its remaining parts even if individual clauses are legally invalid. The invalid clauses shall be replaced by statutory provisions, if any.

8.4 In accordance with the Data Protection Act, it is pointed out that we store data about our business relationship and this contract and use it in the context of our business cooperation.

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