

General Terms and Conditions of Purchase

§ 1 Scope of Application, Form

(1) These General Terms and Conditions of Purchase (GTCP) apply to all business relationships with our business partners and suppliers (“Seller”). The GTCP apply only if the Seller is an entrepreneur (§ 14 BGB), a legal entity under public or a special fund under public law.

(2) The GCP apply in particular to contracts for the sale and/or delivery of movable goods (“Goods”), regardless of whether the Seller manufactures the Goods itself or purchases them from suppliers (Sections 433, 651 BGB). Unless otherwise agreed, the GTC in the version valid at the time of the Buyer’s order or, in any case, in the version last communicated to the Buyer in writing shall apply as a framework agreement also for similar future contracts, without our having to refer to them again in each individual case.

(3) These GTC apply exclusively. Any deviating, conflicting, or supplementary general terms and conditions of the seller shall only become part of the contract to the extent that we have expressly agreed to their validity in writing. This requirement for consent applies in all cases, for example, even if we accept the seller’s deliveries without reservation while being aware of the seller’s general terms and conditions.

(4) Individual agreements made with the Seller on a case-by-case basis (including ancillary agreements, supplements, and amendments) shall in all cases take precedence over these General Terms and Conditions of Purchase. For the content of such agreements, subject to proof to the contrary, a written contract or our written confirmation shall be decisive.

(5) Legally relevant declarations and notices by the Seller regarding the contract (e.g., setting of deadlines, reminders, withdrawal) must be made in writing, i.e., in written or text form (e.g., letter, email, fax). Statutory formal requirements and further evidence, particularly in the event of doubts regarding the legitimacy of the party making the declaration, remain unaffected.

(6) References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions therefore apply insofar as they are not directly amended or expressly excluded in these GTC.

§ 2 Conclusion of the Contract

(1) Our order shall be deemed binding at the earliest upon written submission or confirmation. The seller must notify us of any obvious errors (e.g., typographical or calculation errors) and omissions in the order, including the order documents, for the purpose of correction or completion prior to acceptance; otherwise, the contract shall be deemed not to have been concluded.

(2) The seller is required to confirm our order in writing within a period of 5 days or, in particular, to fulfill it unconditionally by shipping the goods (acceptance). A delayed acceptance shall be deemed a new offer and requires our acceptance.

§ 3 Delivery Time and Delay in Delivery

(1) The delivery time specified by us in the order is binding. The seller is obligated to notify us immediately in writing if, for whatever reason, it is unlikely to be able to meet the agreed delivery times.

(2) If the seller fails to perform or fails to perform within the agreed delivery time or is in default, our rights—in particular to rescind the contract and claim damages—shall be determined in accordance with statutory provisions. The provisions in paragraph 3 remain unaffected.

(3) If the Seller is in default, we may—in addition to further statutory claims—demand lump-sum compensation for our damages resulting from the delay in the amount of 1% of the net price per completed calendar week, but not exceeding a total of 5% of the net price of the goods delivered late. We reserve the right to prove that greater damage has occurred. The seller reserves the right to prove that no damage at all or only significantly less damage has occurred.

§ 4 Performance, Delivery, Transfer of Risk, Default of Acceptance

(1) The Seller is not authorized, without our prior written consent, to have the performance it owes rendered by third parties (e.g., subcontractors). The Seller bears the procurement risk for its services, unless otherwise agreed in individual cases (e.g., limitation to stock).

(2) Delivery within Germany shall be “free on the spot” to the location specified in the order. If the destination is not specified and nothing else has been agreed, delivery must be made to our place of business in Hornberg-Niederwasser. The respective destination is also the place of performance for the delivery and any subsequent performance (obligation to deliver).

(3) The delivery must be accompanied by a delivery note stating the date (of issuance and shipment), the contents of the delivery (item number and quantity), and our order reference (date and number) . If the delivery note is missing or incomplete, we shall not be responsible for any resulting delays in processing and payment. Separate from the delivery note, a corresponding shipping notice with the same content must be sent to us.

(4) The risk of accidental loss or accidental deterioration of the goods passes to us upon delivery at the place of performance. If acceptance has been agreed upon, such acceptance shall be determinative for the transfer of risk. In all other respects, the statutory provisions of the law governing contracts for work and services apply accordingly in the event of acceptance. Handover or acceptance is deemed to have taken place if we are in default of acceptance.

(5) The statutory provisions apply to the occurrence of our default of acceptance. However, the seller must expressly offer us performance even if a specific or determinable calendar period has been agreed upon for an action or cooperation on our part (e.g., provision of materials). If we are in default of acceptance, the seller may, in accordance with the statutory provisions, demand reimbursement of its additional expenses (Section 304 BGB). If the contract concerns a non-fungible item to be manufactured by the seller (custom-made item), the seller shall only be entitled to further rights if we have undertaken to cooperate and are responsible for the failure to cooperate.

§ 5 Prices and Terms of Payment

(1) The price stated in the order is binding. All prices include statutory sales tax, unless this is shown separately.

(2) Unless otherwise agreed in individual cases, the price includes all services and ancillary services provided by the Seller (e.g., assembly, installation) as well as all incidental costs (e.g., proper packaging, transportation costs, including any transportation and liability insurance).

(3) The agreed price is due for payment within 30 calendar days of complete delivery and performance (including any agreed acceptance) as well as receipt of a proper invoice. If we make payment within 10 calendar days, the seller shall grant us a 2% discount on the net amount of the invoice. In the case of a bank transfer, payment is deemed to have been made on time if our transfer order is received by our bank before the payment deadline expires; we are not responsible for delays caused by the banks involved in the payment process.

(4) We are not liable for late payment interest. In the event of late payment, the statutory provisions apply.

(5) We are entitled to rights of set-off and retention, as well as the defense of non-performance of the contract, to the extent permitted by law. In particular, we are entitled to withhold due payments if we still have claims against the seller arising from incomplete or defective performance.

(6) The seller has a right to set off or retention only with respect to counterclaims that have been legally established or are undisputed.

§ 6 Confidentiality and Retention of Title

(1) We reserve all property rights and copyrights to illustrations, plans, drawings, calculations, work instructions, product descriptions, and other documents. Such documents may be used exclusively for the performance of the contract and must be returned to us upon completion of the contract. These documents must be kept confidential

from third parties, even after the contract has ended. The confidentiality obligation shall only expire if and to the extent that the knowledge contained in the documents provided has become generally known.

(2) The foregoing provision applies *mutatis mutandis* to materials and substances (e.g., software, finished and semi-finished products) as well as to tools, templates, samples, and other items that we provide to the seller for manufacturing. Such items—as long as they are not processed—must be stored separately at the seller’s expense and insured to a reasonable extent against destruction and loss.

(3) Any processing, mixing, or combining (further processing) of materials provided by the Seller shall be carried out on our behalf. The same applies to any further processing of the delivered goods by us, such that we are deemed the manufacturer and acquire ownership of the product no later than upon such further processing in accordance with statutory provisions.

(4) The transfer of ownership of the goods to us must take place unconditionally and regardless of payment of the price. However, if in individual cases we accept an offer by the seller for transfer of ownership that is conditional upon payment of the purchase price, the seller’s retention of title shall expire no later than upon payment of the purchase price for the delivered goods. In the ordinary course of business, we remain authorized to resell the goods even prior to payment of the purchase price, subject to the advance assignment of the resulting claim (alternatively, the simple retention of title extended to the resale shall apply). This therefore excludes all other forms of retention of title, in particular extended retention of title, transferred retention of title, and retention of title extended to further processing.

§ 7 Defective Delivery

(1) Unless otherwise specified below, the statutory provisions apply to our rights in the event of material defects or defects of title in the goods (including incorrect or incomplete delivery, as well as improper installation, or defective installation, operating, or user manuals) and in the event of other breaches of duty by the seller.

(2) In accordance with statutory provisions, the seller is liable in particular for ensuring that the goods possess the agreed quality upon transfer of risk to us. In any case, the product descriptions that—through designation or reference in our order—are the subject matter of the respective contract or have been incorporated into the contract in the same manner as these GTC shall be deemed to constitute an agreement regarding the quality. It makes no difference whether the product description originates from us, the seller, or the manufacturer.

(3) Notwithstanding § 442(1), sentence 2 of the German Civil Code (BGB), we are entitled to claims for defects without restriction even if we were unaware of the defect at the time of conclusion of the contract due to gross negligence.

(4) The statutory provisions (Sections 377, 381 of the German Commercial Code (HGB)) apply to the commercial duty to inspect and give notice of defects, subject to the following condition: Our duty to inspect is limited to defects that become apparent during our incoming goods inspection through external examination, including the delivery documents (e.g., transport damage, incorrect or short deliveries), or that are detectable during our quality control via random sampling. If acceptance has been agreed upon, there is no duty to inspect. In all other respects, it depends on the extent to which an inspection is reasonable under the circumstances of the individual case in the ordinary course of business. Our obligation to give notice of defects discovered later remains unaffected. Notwithstanding our obligation to inspect, our notice of defects shall in any case be deemed to have been given immediately and in a timely manner if it is sent within 5 business days of discovery or, in the case of obvious defects, of delivery.

(5) Rectification also includes the removal of the defective goods and their reinstallation, provided that the goods were installed in another item in accordance with their intended purpose. The costs incurred by the seller for the purposes of inspection and rectification (including any removal and reinstallation costs) shall be borne by the seller even if it turns out that no defect actually existed. Our liability for damages in the event of an unjustified demand for rectification of defects remains unaffected; however, in this respect, we are liable only if we knew or, through gross negligence, failed to recognize that no defect existed.

(6) If the seller fails to fulfill its obligation to provide subsequent performance—at our discretion, either by rectifying the defect (repair) or by delivering a defect-free item (replacement delivery)—within a reasonable period set by us, we may rectify the defect ourselves and demand reimbursement from the seller for the necessary expenses or a corresponding advance payment. If the seller’s subsequent performance has failed or is unreasonable for us (e.g., due to particular urgency, a threat to operational safety, or the imminent occurrence of disproportionate damage), no deadline needs be set; we shall inform the seller of such circumstances without delay, if possible, in advance.

(7) Furthermore, in the event of a material defect or a defect of title, we are entitled, in accordance with the statutory provisions, to a reduction in the purchase price or to rescind the contract. In addition, we are entitled to compensation for damages and reimbursement of expenses in accordance with the statutory provisions.

§ 8 Supplier Recourse

(1) We are entitled to our statutory recourse claims within a supply chain (supplier recourse pursuant to §§ 478, 479 BGB) without restriction, in addition to our claims for defects. In particular, we are entitled to demand from the seller exactly the type of subsequent performance (repair or replacement) that we owe our customer in each individual case. Our statutory right of choice (Section 439(1) of the German Civil Code (BGB)) is not restricted thereby.

(2) Before we acknowledge or fulfill a claim for defects asserted by our customer (including reimbursement of expenses pursuant to Sections 478(2), 439(2) of the German Civil Code (BGB)), we will notify the seller and, providing a brief summary of the facts, request a written statement. If the statement is not provided within a reasonable period and no amicable solution is reached, the claim for defects actually granted by us shall be deemed owed to our customer; in this case, the burden of proof lies with the seller.

(3) Our claims for supplier recourse shall also apply if the goods were further processed prior to their sale to a consumer by us or one of our customers, e.g., through incorporation into another product.

§ 9 Product Liability

(1) If the Seller is liable for product damage, the Seller shall indemnify us against claims by third parties to the extent that the cause lies within the Seller’s sphere of control and organization and the Seller is personally liable to third parties.

(2) As part of his indemnification obligation, the seller shall reimburse expenses pursuant to Sections 683, 670 of the German Civil Code (BGB) that arise from or in connection with claims by third parties, including recall campaigns carried out by us. We shall inform the Seller—to the extent possible and reasonable—of the content and scope of recall measures and give the Seller the opportunity to comment. Further statutory claims remain unaffected.

(3) The Seller must take out and maintain product liability insurance with a lump-sum coverage amount of at least EUR 5 million per claim for personal injury or property damage.

§ 10 Statute of Limitations

(1) The mutual claims of the contracting parties shall be subject to the statute of limitations in accordance with statutory provisions, unless otherwise specified below.

(2) Notwithstanding § 438(1)(3) of the German Civil Code (BGB), the general statute of limitations period for claims for defects is three years from the transfer of risk. If acceptance has been agreed upon, the statute of limitations begins with acceptance. The 3-year statute of limitations also applies accordingly to claims arising from defects of title, whereby the statutory statute of limitations for third-party claims for restitution in rem (§ 438 (1) No. 1 BGB) remains unaffected; Claims arising from defects of title furthermore do not become time-barred under any circumstances as long as the third party can still assert the right—in particular due to the absence of a statute of limitations—against us.

(3) The limitation periods under sales law, including the above extension, apply—to the extent permitted by law—to all contractual claims for defects. To the extent that we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) applies, unless the application of the limitation periods under sales law results in a longer limitation period in the individual case.

§ 11 Choice of Law and Jurisdiction

(1) These General Terms and Conditions of Purchase and the contractual relationship between us and the seller shall be governed by the laws of the Federal Republic of Germany, to the exclusion of any uniform international law, in particular the UN Convention on Contracts for the International Sale of Goods.

(2) If the Seller is a merchant within the meaning of the German Commercial Code, a legal entity under public law, or a special fund under public law, the exclusive—including international—place of jurisdiction for all disputes arising from the contractual relationship is our registered office in Hornberg-Niederwasser. The same applies if the Buyer is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB). However, in all cases, we are also entitled to bring an action at the place of performance of the delivery obligation in accordance with these General Terms and Conditions of Purchase or a prior individual agreement, or at the general place of jurisdiction of the Seller. Overriding statutory provisions, in particular regarding exclusive jurisdiction, remain unaffected.