



GENERAL CONDITIONS OF PURCHASE

Dated 04/2023

I. General provisions

1. These general conditions of purchase (GCP) apply to all commercial relationships with our business partners and suppliers ("vendors"). The GCP only apply if the vendor is a company (section 14 of the BGB; German Civil Code), a legal entity subject to public law or a special public fund.
2. The GCP apply particularly to contracts regarding the purchase and/or delivery of movable goods (hereafter referred to as "goods"), regardless of whether the vendor manufactures the goods in-house or purchases them from sub-suppliers (sections 433, 650 of the BGB). Unless otherwise agreed, the GCP in the version valid at the time at which we place an order, or in all instances in the version in text form provided to the vendor as a framework agreement, shall also apply to all similar future contracts without any requirement for us to refer to them again on an individual basis.
3. These GCP apply exclusively. General terms and conditions of the vendor that deviate from, contradict or supplement these general conditions of purchase shall only form part of the contract if and insofar as we have expressly confirmed their validity in writing. This consent requirement shall apply in all instances, for example also if we accept the vendor's deliveries without reservation and with knowledge of their T&Cs.
4. Individual agreements reached with the vendor (including ancillary agreements, supplements and changes) in individual cases shall have priority over these GCP in all instances. A written contract or our written confirmation shall be decisive for the contents of such agreements, subject to evidence to the contrary.
5. Material declarations and notifications from the vendor with regard to the contract (e.g. deadlines, reminders, withdrawal) must be in writing or text form (e.g. letter, e-mail, fax). Legal formal requirements and further proof, particularly if there is doubt regarding the legitimacy of the declarer remain unaffected.
6. References to the validity of statutory regulations shall only have clarifying significance. Even without such clarification, the legal provisions shall therefore apply unless directly amended or expressly excluded in these GCP.

II. Contract conclusion

1. Our order is considered binding at the earliest when submitted in or confirmed in text form. The vendor must inform us of obvious errors (e.g. clerical or calculation errors) and incompleteness of the order including the order documents, for the purpose of correction or completion before acceptance as otherwise, the contract is not considered to be concluded.
2. The vendor is obliged to confirm our order in writing within 5 working days. Later acceptance is considered a new quotation and requires acceptance by us.

III. Prices and payment conditions

1. The price specified in the order is binding. All prices are excluding VAT unless this is stated specifically.
2. Unless otherwise agreed in individual cases, the price includes all of the vendor's services and ancillary services (e.g. assembly, installation) and all ancillary costs (e.g. proper packaging and transport costs). However, we have our own transport insurance so that the vendor does not have to take out their own transport insurance for the goods acquired by us. The costs for transport insurance take out by the vendor will therefore not be covered by us.
3. The agreed price is due within 30 days of complete delivery and service provision (including any agreed acceptance), and receipt of a proper invoice. If we pay within 14 calendar days, the vendor will grant us a 3% discount on the net amount of the invoice.
4. We do not owe any interest for delayed payments. The legal regulations apply to payment default.
5. We are entitled to offset rights and rights of retention, as well as objections for unfulfilled contract to the extent of the legal scope. In particular, we are entitled to withhold payments due if we are still entitled to claims against the vendor due to incomplete or deficient services.

6. The vendor has an offset right or a right of retention only due to legally determined or undisputed counter claims. The vendor is only entitled to exercise a right of retention insofar as their counter-claim is based on the same contractual relationship.

IV. Confidentiality

1. We retain property rights and copyright on illustrations, diagrams, drawings, calculations, design instructions, product descriptions and other documents. These type of documents may only be used for contractual performance and must be returned to us once the contract is complete. The documents must remain confidential to third parties even after the contract is complete. The confidentiality obligation ceases when and insofar as the knowledge contained in the documents handed over has become public.
2. The aforementioned clause applies accordingly to substances and materials (e.g. software, finished and semi-finished products), as well as for tools, templates, samples and other objects that we provide the vendor for manufacturing. If not used, these items must be stored separately at the vendor's own costs and to be insured sufficiently against destruction and loss.

V. Retention of title

1. The vendor will process, mix or combine (further processing) items provided on our behalf. The same applies to further processing by us of the goods supplied so that we are considered a manufacturer and acquire ownership of the product at the latest when processing in accordance with the legal regulations.
2. The transfer of the goods to us must take place immediately and without consideration for payment of the price. However, if we accept a quotation from the vendor that depends on payment of the purchase price in individual cases, the vendor may no longer retain the title at the point of payment for the goods supplied at the latest. We remain entitled to resell the goods in the normal course of business even before paying the purchase price by assigning the receivables arising from this in advance (alternate application of the simple and extended right of retention due to resale). All other forms of rights of retention are excluded, in particular, the expanded, forwarded and extended right of retention due to further processing.

VI. Delivery time and delivery delay

1. The delivery time specified by us in the order is binding. If the delivery time is not specified in the order and was not otherwise agreed upon, it is 2 weeks after concluding the contract. The vendor is obliged to inform us in writing or text form without delay if they can probably not adhere to the delivery times for whatever reason.
2. If the vendor does not supply their service or does not supply it within the agreed delivery time or is in default, our rights, particularly to withdrawal and compensation are defined by the legal regulations. The regulations in paragraph 3 remain unaffected.
3. If the vendor is in default, we can, in addition to further legal claims, claim flat-rate compensation for our damages due to default of 1% of the net price per full calendar week but not more than 5% of the net price for the goods delivered with a delay. We reserve the right to demonstrate that higher damages have occurred. The vendor retains the right to demonstrate that no damages or significantly lower damages have occurred.

VII. Performance, delivery, transfer of risk, acceptance delay

1. The vendor is not entitled to have the services owed by them performed by third parties (subcontractors) without our written agreement. The vendor bears the procurement risk for their services unless otherwise agreed upon in individual cases (e.g. stock limitations).
2. Delivery within Germany is carriage free to the location specified in the order. If the destination is not specified and nothing else is agreed upon, the delivery must be provided to our headquarters in Mühlendorf. The relevant destination is also the place of fulfilment for the delivery and any subsequent fulfilment (debt to be discharged at the creditor's domicile).
3. A packing slip and a delivery note specifying the date (of issue and shipping), the contents of the delivery (item number and quantity) and our order ID (date and number) must be enclosed with the delivery. If the delivery note is missing or incomplete, we are not responsible for delays in processing and payment resulting from this. A separate shipping notification with the same contents must be sent to us separately from the delivery note.
4. The order ID and specifications of the unloading point specified by us must be listed completely in all documents (especially on invoices and delivery notes, in shipping notifications, on packing slips and way bills).

5. Hazardous substances and hazardous goods must be packed, labelled and sent in accordance with the applicable national and international regulations. The specifications in the accompanying documents must comply with the corresponding national regulations.
6. The risk of sudden destruction and sudden deterioration of the item is transferred to us when the item is handed over at the place of fulfilment. If acceptance has been agreed upon, this is decisive for the transfer of risk. Furthermore, the legal regulations for the law applicable to works and services apply accordingly to acceptance. Transfer or acceptance is considered complete if we delay acceptance.
7. The legal regulations apply to the occurrence of our acceptance delay. However, the vendor must offer us their service explicitly if a specific or specifiable calendar time has been agreed upon for an action or involvement on our part (e.g. provision of material). If we delay acceptance, the vendor can demand compensation for their additional costs in accordance with the legal regulations (section 304 BGB). If the contract is for an item to be manufactured by the vendor and that is unreasonable (single production), the vendor is only entitled to additional rights if we are obliged to be involved and are responsible for our lack of involvement.

VIII. Quality, documentation

1. The vendor guarantees that their deliveries comply with the recognised technological rules (including the applicable DIN standards), safety regulations, the legal regulations, and the agreed or guaranteed technical data (specifications).
2. The vendor must perform a state of the art quality control that is suitable for the type and scope, and to prove this on request. For all deliveries, they will perform a documented outgoing goods check with regard to proper functions of required characteristics.
3. If the vendor discovers that they do not or only partially meet the agreed requirements, they must inform us in writing or in text form without delay.
4. If the vendor foresees changes to their deliveries or their manufacturing processes (e.g. deviations to specifications, materials, dimensions, the manufacturing method, the manufacturing location, outsourcing to third parties, etc.), we must be informed of this in writing or in text form prior to the changes taking effect. Changes and change requests on the part of the vendor always require prior approval from us (in writing or text form).

IX. Certificates of origin, VAT certificates and export restrictions

1. Certificates of origin requested by us will be provided free of charge by the vendor with all required specifications and signed properly. The same applies to VAT certificates for foreign and intra-Community deliveries.
2. The vendor will inform us without delay if a delivery is completely or partially subject to export restrictions according to German law or any other law.
3. Vendors from EU Member States are obliged to supply us with long-term supplier declarations in accordance with the applicable EU directives without being asked and within 30 days of order acceptance, and then within the first two months of any calendar year. If this is not possible for individual goods deliveries, we will receive certificates of origin from the vendor at the latest when the invoice is issued.

X. Warranty for defects and warranty of title

1. For our rights to warranty for defects and warranty of title for the goods (including incorrect and short delivery, improper assembly, insufficient assembly, operating or usage instructions) and in the event of other violations of obligations by the vendor, the legal regulations apply unless otherwise specified subsequently.
2. In accordance with the legal regulations, the vendor is liable for ensuring that the goods have the agreed condition when the risk is transferred in particular. Those product descriptions that are part of the contract, particularly due to being designated or referred to in our order, or are included in the contract in the same way as these GCP always apply as an agreement on the condition. It makes no difference whether the product description comes from us, the vendor or the manufacturer.
3. We are not obliged to inspect the goods or make special enquiries about any defects when concluding the contract. In partial deviation to section 442, paragraph 1, clause 2 BGB, we are therefore entitled to claims for defects without limitation if we remained unaware of the defect at the time of concluding the contract as a result of gross negligence.
4. The legal regulations (sections 377, 381 of the HGB, German Commercial Code) apply to the commercial inspection and objection obligations with the following limitation: Our inspection obligation is limited to defects that we detect as part of our incoming goods inspection by inspecting visually, including the delivery documents (e.g. transport damage, incorrect and short delivery) or those that can be detected during our quality control procedure using sampling. If

acceptance has been agreed upon, there is no inspection obligation. Furthermore, it depends on the extent to which an inspection is feasible based on the individual case circumstances according to the proper course of business. Our object obligation for defects detected at a later time remains unaffected. Regardless of our inspection obligation, our objection (defect declaration) is always considered without delay and on-time if it is sent within 5 days of discovery or, for obvious defects, of delivery.

5. Removing the defective goods and re-installing them if the type and application of the goods is appropriate for installation in or attachment to another object is part of supplementary performance; our legal claim for damages in accordance with corresponding costs remains unaffected. The expenses necessary for the purpose of inspection and supplementary performance are borne by the vendor even if it turns out that there was not actually any defect. Our liability for damages due to an unjustified demand for defect rectification remains unaffected; we are only liable if we have detected or not detected due to gross negligence that there was no defect.
6. Regardless of our legal rights and the regulations in paragraph 5, the following applies: If the vendor does not comply with their obligation of subsequent performance, by rectifying the defect (rework) or delivering a defect-free item (replacement delivery) at our choice, within a reasonable time frame defined by us, we can rectify the defect ourselves and claim compensation for the expenses incurred due to this or a corresponding retainer. If the vendor's subsequent performance fails or is unacceptable to us (e.g. due to particular urgency, a risk to operational safety or the impending occurrence of excessive damage), a deadline is not required; we will inform the vendor of these circumstances without delay and if possible, in advance.
7. Furthermore, we are entitled to a reduction to the purchase price in the event of a warranty for defects and warranty of title in accordance with the legal regulations. We also have a right to compensation for damages and expenses in accordance with the legal regulations.

XI. Supplier redress

1. We are entitled to our legally defined claims for redress within the supply chain (supplier redress in accordance with sections 445a, 445b, 478 BGB) without limits in addition to the claims for defects. In particular, we are entitled to demand exactly the type of subsequent performance (rework or replacement delivery) from the supplier that we owe our acceptor in the individual case. Our legal right to choose (section 439, paragraph 1 BGB) is not limited by this.
2. Before we recognise or fulfil a claim for defects from one of our acceptors (including compensation for expenses in accordance with sections 445a, paragraph 1 and 439, paragraphs 2 and 3 BGB), we will inform the vendor and request a written statement following a short explanation of the situation. If a substantiated statement is not received within a reasonable time frame and if no amicable solution is reached, the claim for damages actually granted by us is considered owed to our acceptor. The vendor is obliged to prove the contrary.
3. Our claims for supplier redress also apply if the defective goods were processed further by us or another company, e.g. by being installed in a different product.

XII. Producer liability

1. If the vendor is responsible for a product defect, they must indemnify us from the claims of third parties insofar as the cause is within their domain and organisational area and they are liable themselves in their external relationship.
2. As part of their obligation to indemnify, the vendor must pay for our expenses in accordance with sections 683, 670 BGB, which arise due to or in conjunction with a claim from third parties, including product recalls by us. We will inform the vendor if possible and feasible about the contents and scope of the product recall and give them the opportunity to make a statement. Further legal claims remain unaffected.
3. The vendor must take out and maintain product liability insurance with coverage of at least 10 million euro per personal injury/damage to property.

XIII. Miscellaneous liability

1. Unless these CGP including the following provisions result in something else, we are liable in the event of violation of contractual and non-contractual obligations in accordance with the legal regulations.
2. We are liable to claims for damages for any legal reason within fault-based liability for intent and gross negligence. For simple negligence, we are liable, subject to legal liability restrictions (e.g. care and attention in our own matters; insignificant violation of obligations), only
 - a) for damages arising due to injury to life, limb or health,

- b) for damages due to violating a significant contractual obligation (obligation that must be fulfilled to even enable contract fulfilment and which the contractual partners are entrusted and can be entrusted to comply with); in this case, however, our liability is limited to the foreseeable, typical damages that may occur.
- 3. The liability limitations arising from paragraph 2 also apply to third parties and to violations of obligations by people (also to their benefit) for whose fault we are responsible in accordance with the legal regulations. They do not apply if a defect was maliciously concealed or a guarantee of the condition of the goods was provided, and for purchaser claims in accordance with the product liability act.

XIV. Statutory limitation

- 1. The reciprocal claims of the contractual parties expire in accordance with the legal regulations unless otherwise defined subsequently.
- 2. In contrast to section 438, paragraph 1, point 3 BGB, the general statutory limitation for claims for defects is 3 years following the transfer of risk. If acceptance has been agreed upon, the statutory limitation begins with acceptance. The 3 year statutory limitation also applies accordingly for claims due to warranty of title, whereby the legal statutory limitation for material surrender claims from third parties (section 438, paragraph 1, point 1 BGB) remains unaffected; claims due to warranty of titles never expire as long as the third party can still make a claim against us, particularly due to deficient statutory limitation.
- 3. The statutory limitation for purchase rights including the aforementioned extension applies within the legal scope for all contractual claims for defects. If we are also entitled to non-contractual claims for damages due to a defect, the regular legal statutory limitation (sections 195, 199 BGB) applies to this unless applying the statutory limitations of the purchase rights would result in a longer statutory limitation in an individual case.

XV. Choice of law and place of jurisdiction

- 1. The laws of the Federal Republic of Germany apply to these GCP and to the contractual relationship between us and the vendor, with the exclusion of international uniform law, particularly the United Nations Convention on Contracts for the International Sale of Goods .
- 2. If the vendor is a merchant as defined by the German Commercial Code, a legal entity subject to public law or a special public fund, the exclusive place of jurisdiction, even internationally, for all disputes arising from the contractual relationship is our headquarters in Mühldorf. The same applies if the vendor is company as defined by section 14 BGB. However, we are also always entitled to claim in the place of fulfilment of the delivery obligation in accordance with these GCP, to conclude an overriding individual agreement or to claim at the vendor's place of jurisdiction. Overriding legal regulations, particularly with regard to exclusive responsibilities, remain unaffected.

XVI. Data protection and gender equality

We process all vendor data exclusively for the purposes of commercial transactions and according to the requirements of the respective valid provisions on data protection. All terms and definitions used are to be understood as gender-neutral.