

Section 1: General – scope

(1) Our purchasing terms and conditions apply only to traders within the meaning of Section 14 of the German Civil Code (BGB).

(2) All of our orders for goods, products or services are based exclusively on these purchasing terms and conditions, even without explicit mention in negotiations; we do not recognise any terms and conditions of the supplier that contradict or deviate from our purchasing terms and conditions, unless we have expressly agreed to their validity in writing. Our purchasing terms and conditions shall also apply if we unconditionally accept the delivery of the supplier/the products and/or services of the seller in the knowledge of terms and conditions of the supplier/seller/service provider (hereinafter 'supplier') that are contrary to or deviate from our purchasing terms and conditions.

(3) Our purchasing terms and conditions shall also apply to all future business relationships with the supplier, even if they are not explicitly agreed upon again.

(4) The submission of offers is in any case free of charge for us.

(5) Environmental protection and, in particular, the sustainable use of resources are important objectives of ours. In order to meet these requirements, when procuring services, products and equipment, we select the supplier whose performance, while being equally suitable, has the most energy-efficient and environmentally friendly indicators. Please refer to the sustainability section of our homepage and to Section 12(4).

Section 2: Offer – offer documents

(1) The supplier is obliged to confirm our order in writing within a period of 10 working days from the order date. If the supplier does not respond or object within this period, the order shall be deemed to have been accepted as binding. As long as our order is not accepted, we are entitled to revocation/withdrawal. Only orders placed in writing are legally binding. Orders placed verbally or by telephone require our subsequent written confirmation for their legal validity. The same applies to verbal supplementary agreements and contract amendments.

(2) Upon acceptance of the order, our purchasing terms and conditions are accepted without restriction.

(3) We reserve ownership rights and copyrights to the provided illustrations, drawings, calculations and other documents. They may not be made available to third parties without our express written consent. They are to be used exclusively for the preparation of quotations and/or production on the basis of our order. Once the order has been processed, they must be returned to us without being requested. They shall be kept secret from third parties. In that regard, the provisions of Section 8(4) apply in addition.

Section 3: Prices – payment terms

(1) The price stated in the order is a binding fixed price and is understood to be net of the applicable VAT as required by law. Unless otherwise agreed, the price includes delivery 'free to the place of fulfilment/performance', including packaging and freight costs (if we so wish) as well as loading and unloading. The supplier's obligation to take back the packaging is based on the current legal provisions (German Packaging Act (VerpackG)). The goods shall be packaged in such a way as to avoid damage during transport. Packaging materials shall only be used to the extent necessary to achieve this purpose. Only environmentally friendly packaging materials may be used.

(2) The supplier is responsible for all transport insurance, customs duties and other fees and taxes from the delivery.

(3) Invoices shall be submitted in duplicate. Information as required by law, in particular tax law, has to be included. The corresponding order numbers in particular have to be indicated. The supplier is responsible for any consequences arising from non-compliance with this provision.

Invoices that have not been properly submitted shall only be deemed to have been received by us from the time of rectification.

(4) Unless otherwise agreed in writing, we pay the purchase price within 30 days, calculated from complete and defect-free delivery, proper invoicing and receipt of invoice, with a 2% discount or net within 45 days after receipt of invoice. If certificates for material testing have been agreed, they form an essential part of the delivery and must be available no later than 8 working days after receipt of our order. The payment period for invoices begins with the receipt of the agreed certificate.

(5) We are entitled to set-off and retention rights to the extent permitted by law.

(6) If circumstances arise in the economic situation of the supplier after the conclusion of the contract has become effective, or if they become known to us only then, which, according to our best judgement, call into question the creditworthiness of the supplier, we are entitled to make any advance or instalment payments dependent on the provision of adequate security or to withdraw from the contract in whole or in part. This applies in particular even if insolvency proceedings have been opened against the supplier's assets or if the opening of such proceedings has been refused due to lack of assets.

Section 4: Delivery time, delivery date, passing of risk

(1) Delivery shall be at the supplier's risk. The risk shall only pass when the delivery/service is completely and properly accepted at the place of performance. Unless otherwise agreed, the place of performance shall be 'our plant/registered office'. The goods/products shall only be deemed to have been 'delivered' upon notification of readiness for unloading at the place of performance.

(2) We have the right at any time to have the product delivered to a specific place of use.

(3) The delivery time specified in the order is binding, unless otherwise agreed in writing.

(4) The supplier is obliged to inform us immediately in writing, stating reasons, if circumstances arise or become apparent to the supplier, from which it follows that the agreed delivery time cannot be observed. The supplier shall state the expected duration of the delay.

(5) In the event of culpable delay in delivery or culpable exceeding of a contractual period/deadline by the supplier, we shall be entitled to claim a contractual penalty of 0.3% of the price stated in the order per working day of delay. In the event of the supplier exceeding a contractual interim deadline for which the supplier is responsible, the basis of assessment shall be the supplier's performance owed up to the date of the interim deadline. Days that were taken into account when the start date or intermediate deadlines were exceeded are not taken into account again for further intermediate deadlines or the end date. However, the flat-rate contractual penalty will be limited to a total of no more than 5% of the price specified in the order per working day. If intermediate deadlines are exceeded, but the final date or completion date is adhered to, the maximum lump sum for damages caused by delay amounts to 3% of the order price. The lump sum for damages caused by delay can also be claimed without reservation for the acceptance of partial performance on a case-by-case basis or the delayed total delivery until the final payment for the order is due. The supplier has the right to prove to us that no or a significant lower damage was incurred as a result of the delay. The lump sum will then be reduced accordingly.

Further claims and rights remain unaffected by the lump sum. In the event of a delay in delivery, we shall be entitled in particular to the statutory claims. In the event of a higher claim for damages, the lump sum forfeited shall be credited.

Section 5: Defect investigation – liability for defects

(1) The supplier/seller guarantees that its products comply with the specifications of the order, the state of the art and the relevant legal regulations and directives. Otherwise, Section 9 shall apply.

(2) The supplier undertakes to use environmentally friendly products and processes for all deliveries/services as well as for deliveries or ancillary services of third parties within the scope of economic and technical possibilities. The supplier is liable for the environmental compatibility of the delivered products and packaging materials and for all consequential damage caused by the breach of the legal disposal obligations of the supplier. Also see Section 12(4).

(3) To the extent we are responsible for inspection and notification of defects (Section 377 of the German Commercial Code (HGB)), this applies only to visible and obvious defects. We have 2 weeks to comply with the deadline set out in sentence 1. In the event of the discovery of any defects in this respect, we reserve the right to demand reimbursement of the inspection costs. Otherwise, for a defect that only becomes apparent later, the complaint within the aforementioned period (2 weeks) after its discovery shall also be deemed to have been submitted in due time.

(4) We are entitled to the statutory claims for defects in full. In each individual case, we are entitled to demand from the supplier, at our discretion, the rectification of defects or delivery of a new item. The right to compensation, in particular compensation in lieu of performance, is expressly reserved.

(5) We are entitled to remedy the defect ourselves at the supplier's expense if there is an imminent danger or special urgency.

(6) Unless otherwise agreed in the order or unless a longer limitation period applies by law, the limitation period shall be 36 months, calculated from the unconditional and defect-free acceptance of the delivery/service. For any guarantees assumed by the supplier for the quality or durability of its delivery/service, the supplier is liable in accordance with the statutory provisions, also for compensation for damage, including compensation for damage in lieu of performance. In this case, unless a longer limitation period is provided for by law, the limitation period shall be three years from the discovery of the defect or lack of the agreed quality.

(7) If we resell the products to a customer, a longer warranty period shall apply if our customer complains of a defect caused by the delivery/service of the supplier or the delivered goods themselves are defective. However, the warranty period can be extended for a maximum of 6 months.

Section 6: Product liability – indemnification – liability insurance

(1) The supplier shall be liable in accordance with the statutory provisions, in particular for all damages which the supplier or its employees or other third parties within the supplier's area of risk culpably cause to us, our employees or a third party. If a claim is asserted against us in this regard for damage or for a defect in the delivery/service of the supplier due to product and/or producer liability (domestic or foreign product liability regulations) or according to other statutory provisions, the supplier shall indemnify us at our first request from all such claims, in particular liability due to the defect.

(2) The supplier must obtain sufficient and reasonable business liability insurance coverage. This insurance is to be maintained for the duration of the contractual relationship with us. The risks arising from product and producer liability must also be insured accordingly. The conclusion of insurance must be proven to us on request.

Section 7: Property rights – security

(1) The supplier is responsible for ensuring that no third-party rights are infringed in connection with its delivery. The supplier is liable for ensuring that its delivery/service and its utilisation by us is free of proprietary rights and/or does not infringe the proprietary rights of third parties.

(2) If a third party nevertheless asserts a claim against us, the supplier is obliged to indemnify us from these claims upon first written request; we are not entitled to enter into any agreements with the third party – without the supplier's consent – in particular to conclude a settlement.

(3) The supplier's indemnification obligation applies to all expenditures that necessarily arise from or in connection with the third-party claim.

(4) The limitation period is ten years, calculated from the acceptance of the respective delivery/service.

(5) If advance payments have been agreed in the order, we are entitled to demand appropriate security at any time. Security may be provided, for example, in the form of advance payment guarantees.

Section 8: Retention of title – provision – tools – confidentiality

(1) If we provide parts to the supplier, we reserve the right of ownership. Processing or conversion by the supplier will be carried out on our behalf. If our reserved goods are processed with other items not belonging to us, we acquire co-ownership of the new item in proportion to the value of our item (purchase price plus VAT) to the other processed items at the time of processing.

(2) If the item provided by us is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of the reserved item (purchase price plus VAT) to the other mixed items at the time of mixing. If mixing takes place in such a way that the supplier's item is to be regarded as the main item, it is deemed to be agreed that the supplier shall transfer co-ownership to us in proportion; the supplier shall keep the wholly owned or co-owned item on our behalf.

(3) We reserve ownership of the provided tools; the supplier is obliged to use the tools exclusively for the production of the goods ordered by us. The supplier is obliged to insure the tools belonging to us at their replacement value, at its own expense, against loss due to fire, water and theft. At the same time, the supplier hereby assigns to us all compensation claims from this insurance; we hereby accept the assignment. The supplier is obliged to carry out any necessary maintenance and inspection work on our tools as well as all maintenance and repair work at its own expense in good time. The supplier must notify us immediately of any incidents. If the supplier culpably fails to do so, claims for damages shall remain unaffected.

(4) Insofar as the security rights to which we are entitled under subsection 1 and/or subsection 2 exceed the purchase price of all of our unpaid reserved goods by more than 10%, we are obliged to release the security rights at our discretion, at the supplier's request.

(5) The supplier is obliged to keep strictly confidential all information about the company, customers and operational processes that becomes available to it in connection with us and, in particular, all illustrations, drawings, calculations and other documents and information received. They may only be disclosed to third parties with our express consent. The obligation of secrecy shall also apply after the execution of this contract and shall expire if and to the extent that the manufacturing knowledge contained in the provided illustrations, drawings, calculations and other documents has become generally known. The burden of proof for this lies with the supplier.

Section 9: Product conformity – supplier declaration – provision of technical documentation

(1) The products offered must comply with the requirements of the legal provisions corresponding to the place of use of the delivery, in particular the EC directives. The supplier also guarantees that its delivery/service corresponds to the state of the art, the relevant legal and regulatory provisions as well as regulations, directives and other regulations of authorities or professional associations. The place of use is usually within the European Economic Area. Where products are procured for use or incorporation in products for operation and use outside the European Economic Area, appropriate country-specific requirements, in particular European rules, regulations and other European standards, shall be complied with. In addition, all machinery and equipment must comply with the safety regulations applicable at the time of performance of the contract, as well as the applicable product conformity requirements, and must bear a CE marking if this is necessary.

(2) Without prejudice to subsection 1, the supplier shall provide proof of the preferential origin of the goods for all goods by means of a supplier's declaration; the supplier's declaration is part of the scope of performance. The goods shall not be accepted without the corresponding supplier's declaration. The supplier guarantees compliance with the relevant requirements of the supplier's declaration (in particular those for the supplier's declaration for cross-border deliveries of goods in trade with Turkey or in trade between EEA Contracting States (EU, Norway, Iceland and Liechtenstein) or those in trade with the Maghreb States (Algeria, Morocco, Tunisia)) as well as with Implementing Regulation (EU) 2015/2447 for deliveries of goods within the European Union and all other relevant requirements.

(3) Where necessary, movement certificates and certificates of origin shall also be delivered by the supplier.

(4) The following list represents a minimum requirement and not an exhaustive list with regard to the mandatory provision of technical product documentation by the supplier/seller. This technical product documentation for products subject to CE marking shall include, in particular:

- A nameplate with the information according to the requirements
- The CE marking on the product, where a CE marking is required
- The relevant supplier's declaration referred to in the preceding paragraphs of this section
- A declaration of conformity at least in digital form
- An operating manual, user manual at least in digital form
- Safety-relevant and functionally relevant technical documentation
- Information (activities, intervals) on proper maintenance, servicing and cleaning
- List of spare and wear parts

(5) If the delivery/service is intended for use abroad, all documentation, in particular the components listed above, must be submitted additionally in English and in the respective national language – in addition to the German version. Furthermore, the supplier warrants that it will comply with the relevant laws, applicable directives, regulations and other provisions applicable at the place of use of the product/goods/service.

Section 10: Customs

The supplier is obliged to inform us of any authorisation obligations or restrictions in the case of (re-)exports of its goods in accordance with German, European and US export and customs regulations as well as the export and customs regulations of the country of origin of its goods. For goods subject to authorisation, the supplier must in particular provide us with the following information in good time before the first delivery:

- Description of the goods
- All applicable export list numbers, including the U.S. Commerce Control List (ECCN) Export Control Classification Number, as applicable
- Commercial origin of goods
- Statistical goods number (HS code)
- A contact person at the supplier's company to answer any questions

Section 11: Maintenance – wear parts

(1) The products must be accompanied by a list of wear parts. Plans and instructions required for maintenance and repair as well as servicing of the products must be provided or, if necessary, prepared. The supplier agrees to pass on these plans/instructions to third parties/customers.

(2) Spare and wear parts are to be kept on hand by the supplier. The supplier guarantees that wear and spare parts for the product will be kept in stock for at least 10 years after delivery.

Section 12: Compliance

- (1) Within the business relationship with us, the supplier undertakes not to offer, grant, demand or accept any advantages in business dealings or in dealings with public officials that violate applicable anti-corruption regulations.
- (2) The supplier undertakes not to enter into any agreements or concerted practices with other companies within the business relationship with us which have as their object or effect the prevention, restriction or distortion of competition in accordance with the applicable antitrust laws.
- (3) The supplier undertakes to comply with the applicable laws regulating the general minimum wage and to oblige subcontractors commissioned by the supplier to the same extent. Upon request, the supplier shall prove compliance with the above undertaking. In the event of a breach of the above undertaking, the supplier shall indemnify us against third-party claims and shall be obliged to reimburse any fines imposed on us in this context.
- (4) The supplier shall comply with the respective statutory regulations on dealings with employees, environmental protection (see also Section 1(5)) and occupational safety, and shall strive to reduce adverse effects on people and the environment in its activities. In this regard, reference is made to the principles of the UN Global Compact initiative, which essentially concern the protection of international human rights, the abolition of forced and child labour, the elimination of discrimination in recruitment and employment, and responsibility for the environment. In addition, reference is made to the German Supply Chain Due Diligence Act (LkSG), which requires companies to observe certain due diligence obligations in their supply chains to prevent human rights violations and environmental damage. The supplier must observe these principles.
- (5) In the event of a suspicion of a breach of the obligations under subsections (1) to (4), the supplier shall immediately inform us of any possible breaches and the resolution measures taken. If the suspicion proves to be justified, the supplier must inform us within a reasonable time of the measures that have been and will be taken to prevent future infringements.
- (6) In the event of serious breaches of law by the supplier and in the event of breaches of the provisions in the preceding subsections (1) to (5), we reserve the right to withdraw from existing contracts or terminate them without notice.

Section 13: Place of jurisdiction – place of performance – applicable law – partial nullity

- (1) Unless otherwise stipulated above, the statutory provisions apply in particular in accordance with the German Civil Code (BGB).
- (2) Our place of business is the place of jurisdiction; however, we are entitled to also sue the supplier at its place of residence.
- (3) Unless otherwise stated in the order, our place of business is the place of performance. If the delivery/service is to be used abroad, the place of use is the place of performance.
- (4) The laws of the Federal Republic of Germany shall apply exclusively to these purchasing terms and conditions and to the legal relations between us and the supplier. The conflict of law rules of international civil law and the United Nations Convention on Contracts for the International Sale of Goods (CISG) do not apply.
- (5) Should any provision in these purchasing terms and conditions be or become ineffective, the effectiveness of all other provisions or agreements shall not be affected.
- (6) Unless otherwise agreed, the contractual language shall be German.
- (7) Supplementary agreements, amendments and additions to the order must be in written form.
- (8) We may store data arising in connection with the business relationship. The supplier agrees to this.