



General Terms of Purchase

1. Scope, form

1.1. These General Terms of Purchase (GTP) apply to all of our business relationships with our business partners and suppliers ("Seller"). The GTP shall only apply if the Seller is a trader (Section 14 of the German Civil Code [Bürgerliches Gesetzbuch, BGB]), a legal entity under public law or a special fund under public law.

1.2. Our GTP apply to all contracts relating to the sale and/or delivery and/or processing of movable goods as well as to the manufacture and construction of immovable goods. It is irrelevant whether the Seller manufactures the movable or immovable goods itself or purchases them from suppliers.

1.3. Our GTP shall apply in the version valid at the time of our order or, in any event, in the version most recently communicated in text form as a framework agreement, including for similar future contracts, without us having to refer to them again in each individual case.

1.4. Our GTP apply exclusively. The Seller's deviating, conflicting or supplementary general terms and conditions shall only become part of the contract if and insofar as we have expressly agreed to their validity. This consent requirement applies in any event, for example even if we accept the Seller's deliveries in the knowledge of its general terms and conditions.

1.5. Individual agreements made with the Seller in individual cases - with particular reference to subsidiary agreements, supplements and amendments - shall take precedence over these GTP in any event. A written contract or our written confirmation determines the content of these individual agreements.

1.6. A framework agreement with the Seller shall take precedence over these GTP; in the event of provisions not or not conclusively agreed in the framework agreement or in the event that it is missing a provision, the GTP shall also apply.

1.7. All legally relevant declarations and notifications of the Seller with regard to the business relationship in general and/or an individual contract in particular, including setting a deadline, reminders, withdrawal, must be made in writing, i.e. in written or text form, meaning by letter or by fax/e-mail. Statutory formal requirements and further evidence, particularly if there are doubts about the legitimacy of the person making the declaration, remain unaffected.

2. Conclusion of contract

2.1. Our order shall be deemed to be binding on written submission or confirmation at the earliest. The Seller shall notify us of obvious errors, e.g. typing and calculation errors, and if the order is incomplete, including the order documents, for the purpose of correction or completion prior to acceptance; otherwise the contract shall be regarded as not having been concluded.

2.2. The Seller is obliged to confirm our order in writing within a period of 7 calendar days. Written confirmation is only required if movable goods are ordered which are sent without reservation within the aforementioned period. Delayed acceptance shall be considered to be a new offer and requires our acceptance.

3. Prices and terms of payment

3.1. The price stated in the order is binding. All prices are net plus statutory value added tax on the order date.

3.2. Unless otherwise agreed on a case-by-case basis, the price shall include all of the Seller's services and ancillary services as well as all ancillary costs, including proper packaging and transport costs including any transport and liability insurance.

3.3. Advance payments on orders shall be made subject to the proper fulfilment of the contractual obligations and only against the provision of an unlimited advance payment guarantee from a major German or international bank, to be fulfilled on first request, for whose bank charges the Seller is fully liable.

3.4. The agreed price is due for payment within 60 calendar days from complete delivery/performance and receipt of a proper invoice. Early delivery before the delivery date specified in the order does not result in an early due date for payment before the agreed delivery date. If we make payment within 30 calendar days of the due date, the Seller shall grant us a 3% discount on the net amount of the invoice. In the case of bank transfer,



payment shall be deemed to have been made on time if our bank receives our transfer order before the payment term. We shall not be responsible for delays caused by banks involved in the payment process.

3.5. We do not owe any interest on maturity. Legal provisions shall apply to default of payment.

3.6. We are entitled to set-off and retention rights as well as the defence of non-performance of the contract to the extent permitted by law. In particular, we shall be entitled to withhold due payments provided that we are still entitled to claims from incomplete or defective deliveries/services against the Seller.

3.7. The Seller only has a right of set-off or retention on the basis of counterclaims that have been legally established or are undisputed.

3.8. The assignment of Seller receivables against us to third parties requires our written consent in order to be effective.

4. Delivery period and delay in delivery

4.1. The delivery period stated by us in the order is binding. If the delivery period is not specified in the order and is not otherwise agreed, it shall be 60 calendar days from the date on which the contract has been concluded. The Seller is obliged to notify us immediately in writing if it is unlikely that it will be able to meet agreed delivery periods for whatever reason.

4.2. If the Seller does not perform its service or does not perform it within the agreed delivery period or if it is in default, our rights, with particular reference to the right to withdraw from the contract and to claim damages, shall be governed by legal provisions. The regulations in point 4.3 remain unaffected.

4.3. If the Seller is in default, we may - in addition to further statutory claims - demand lump-sum compensation for damage we have suffered caused by default in the amount of 1% of the net price per full calendar week, but no more than a total of 10% of the net price of the goods delivered late. We reserve the right to prove that a higher level of loss has been suffered, including but not limited to production bottlenecks, production losses, order rejections and loss of wages or covering purchases. The Seller reserves the right to prove that no damage or only a considerably lower amount damage was incurred.

4.4. In the case of orders for immovable goods, including plant, machinery or buildings, the completion date shall be deemed to be the agreed delivery date.

5. Performance, delivery, transfer of risk, default of acceptance

5.1. Without our prior written consent, the Seller shall not be entitled to have performance it owes rendered by third parties, including subcontractors. The Seller bears the procurement risk for its services, unless otherwise agreed on a case-by-case basis (e.g. limitation to stock).

5.2. The Seller is not entitled to make under-deliveries or partial deliveries; these may be rejected by us. At our request, over-deliveries are to be collected within a set period of time and will be disposed of after expiry of the set period; over-deliveries do not trigger any obligation to provide consideration. The values determined by us are used to set quantities, weights and other delivery parameters.

5.3. Delivery within Germany shall be "carriage paid" to the place specified in the order. If the destination is not specified and unless otherwise agreed, delivery shall be made to our registered office in Zerbst. The respective destination is also the place of performance for the delivery and any supplementary performance. The Seller shall bear the risk of accidental loss until the delivery is handed over or performance is accepted.

5.4. The delivery shall be accompanied by a delivery note stating the date (of issue and dispatch), the contents of the delivery (article numbers and quantities) as well as our order identification (date and number) and all other contractually agreed documents or documents objectively required. If the delivery note or one of the other contractually agreed documents or documents objectively required is missing or incomplete, we are not responsible for any delays in processing and payment that result from this. A corresponding dispatch note with the same content as the delivery note must be sent to us separately.

5.5. The risk of accidental loss and accidental deterioration of the goods shall transfer to us on delivery at the place of performance. If acceptance has been agreed, this is used to determine transfer of risk. Contract for work



legal provisions shall also apply accordingly in the event of acceptance. If we are in default of acceptance, handover or acceptance shall be deemed to have taken place.

5.6. Legal provisions shall apply to the occurrence of our default of acceptance. However, the Seller must also expressly offer us performance if a specific calendar date or a calendar date that can be determined has been agreed for action or cooperation on our part, e.g. the provision of material. If the contract relates to a specific item to be manufactured by the Seller, i.e. custom-made products, the Seller shall only be entitled to further rights if we are obliged to cooperate and are responsible for the failure to cooperate.

6. Confidentiality

6.1. We reserve our property rights and/or other industrial property rights - with particular reference to, but not exclusively, patent rights, design rights, copyrights - to illustrations, plans, drawings, calculations, executive instructions, product descriptions and other documents.

6.2. All documents made available by us are to be used exclusively for contractual performance and must be returned to us after fulfilment of the contract or digital documents and their copies irretrievably deleted. The documents must be kept secret from third parties, even after termination of the contract. The confidentiality obligation shall only expire if and insofar as the knowledge contained in the documents provided has become public knowledge.

7. Retention of title

7.1. Items, including finished and semi-finished products, and tools, templates, samples and other items which we provide to the Seller for production - provided they are not processed - are to be stored separately at the Seller's expense and insured against destruction and loss to a reasonable extent. The Seller shall inform us immediately if third parties access or are about to access items provided by us, e.g. through seizure.

7.2. Any processing, mixing or combination, i.e. further processing, of provided items by the Seller shall be carried out for us. The same applies if delivered goods are further processed by us, such that we are considered to be the manufacturer and acquire ownership of the product through further processing at the latest, in accordance with legal provisions.

7.3. The transfer of ownership of the goods to us must take place unconditionally and without regard to payment of the price. If, however, on a case-by-case basis, we accept an offer of transfer of title from the Seller, which is conditional on payment of the purchase price, the Seller's retention of title shall expire no later than on payment of the purchase price for the delivered goods. We shall remain authorised to resell the goods in the ordinary course of business, in advance of payment of the purchase price and to assign the resulting receivable. All other forms of retention of title are therefore excluded in any case, with particular reference to the extended and passed on retention of title and retention of title extended to further processing.

8. Defective delivery

8.1. Legal provisions shall apply to our rights in the event of material defects and defects of title with respect to the goods, including wrong deliveries and under-deliveries as well as improper assembly or defective assembly, operating and instruction manuals, and in the event of other breaches of duty by the Seller, unless otherwise provided for below. In addition, the Seller guarantees that the delivered goods comply with the contractually agreed condition as well as relevant legal requirements, including DIN standards, European directives and regulations, official regulations, and do not infringe third-party rights.

8.2. In accordance with legal provisions, the Seller shall be liable in particular for ensuring that the goods are in the agreed condition at the time risk transfers to us. In any event, product descriptions which are the subject of the respective contract or which have been incorporated into the contract in the same way as these GTP, in particular by designation or reference in our order, shall be deemed to be an agreement on condition. It is irrelevant whether the product description comes from us, the Seller or the manufacturer.

8.3. Legal provisions apply to the commercial duty to inspect and give notice of defects, subject to the following: our duty to inspect and give notice of defects is limited to defects which become apparent during our incoming goods inspection under external examination, including the delivery documents, e.g. transport damage, wrong delivery or under-delivery, or which are recognisable during our random sample for quality control. If acceptance has been agreed, there is no duty to inspect. Otherwise, this depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our duty to give notice of defects discovered later remains unaffected. Notwithstanding our duty to inspect, our notice of defects shall in any case be deemed to be prompt and timely if it is sent within 8 calendar days of



discovery or, in the case of obvious defects, delivery. The date on which notice of defects is given shall be used to determine this.

8.4. Supplementary performance shall also include the removal of defective goods and reinstallation, provided that the goods were installed in or attached to another object in accordance with the type of goods they are and their intended use. Our statutory claim to reimbursement of corresponding expenses shall remain unaffected. The Seller shall bear any expenses necessary for the purpose of inspection and supplementary performance even if it transpires that there was actually no defect. Our liability for damages in the event of an unjustified request for the corrective action remains unaffected. However, we are only liable in this respect if we have recognised or grossly negligently failed to recognise that there was no defect.

8.5. Notwithstanding our statutory rights and the provisions of point 8.4, the following shall apply: if the Seller does not fulfil its obligation to provide supplementary performance - either by eliminating the defect, i.e. repair, or by delivering a defect-free item, i.e. replacement delivery, at our discretion - within a reasonable period of time set by us, we may remedy the defect ourselves and demand reimbursement of the necessary expenses or a corresponding advance payment from the Seller. If supplementary performance by the Seller has failed or is unreasonable for us, e.g. due to particular urgency, operational safety being compromised or disproportionate damage being imminent, no deadline shall be set. We shall notify the Seller of such circumstances without undue delay and in advance if possible.

8.6. Otherwise, in the event of a material defect or a defect of title, we are entitled to reduce the purchase price or to withdraw from the contract in accordance with legal provisions. In addition, we are entitled to compensation for damages and expenses in accordance with legal provisions.

9. Supplier regress

9.1. In addition to claims for defects, we are entitled to our legally determined rights of recourse within a supply chain without restriction. In particular, we are entitled to demand from the Seller exactly the type of supplementary performance (repair or re-placement delivery) that we owe our customer on a case-by-case basis. Our statutory right to vote is not restricted by this.

9.2. Before we acknowledge or fulfil a claim for defects asserted by our customer, including the reimbursement of expenses, we shall notify the Seller and request a written statement of the facts of the case. If a substantiated statement is not made within a reasonable period of time and no amicable solution is reached, the claim for defects actually granted by us shall be deemed to be owed to our customer. In this case, the Seller shall be responsible for providing evidence to the contrary.

9.3. Our claims arising from supplier recourse shall also apply if the defective goods have been further processed by us or another trader, e.g. through installation in another product.

10. Producer liability

10.1. If the Seller is responsible for product damage, it shall indemnify us against claims of third parties to the extent that the cause of damage lies within its sphere of control and organisation and it itself is liable in the external relationship.

10.2. Within the scope of its indemnification obligation, the Seller shall reimburse us for any expenses arising from or in connection with any recourse to third parties, including recall measures taken by us. To the extent possible and reasonable, we shall inform the Seller of the content and scope of recall measures and give it the opportunity to comment. Further legal claims shall remain unaffected.

10.3. The Seller shall take out and maintain product liability insurance with lump sum cover of at least EUR 10 million for each case of personal injury/property damage.

11. Limitation period

11.1. The mutual claims of the contracting parties shall become time-barred in accordance with legal provisions, unless otherwise provided for below.

11.2. The limitation period for claims for defects is 3 years from the date on which risk transfers. If acceptance has been agreed, the limitation period shall commence on acceptance. The 3-year limitation period also applies accordingly to claims arising from defects of title, where the statutory limitation period for real claims for restitution by third parties remains unaffected; furthermore, claims arising from defects of title do not become



time-barred under any circumstances if the third party can still assert the right against us, particularly in the absence of a limitation period.

11.3. Sales law limitation periods, including the aforementioned extension, apply to all contractual claims for defects to the extent permitted by law. If we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period shall apply here, unless the application of sales law limitation periods results in a longer limitation period on a case-by-case basis.

11.4. If deliveries are made on the basis of a service or work contract, statutory limitation periods shall apply accordingly.

12. Choice of law and place of jurisdiction

12.1. The law of the Federal Republic of Germany shall apply to these GTP and the contractual relationship between us and the Seller, to the exclusion of international uniform law, with particular reference to the UN Convention on Contracts for the International Sale of Goods.

12.2. Should individual provisions of these GTP be or become invalid either in whole or in part, the validity of the remaining provisions shall not be affected thereby. A wholly or partially invalid provision shall be replaced by a provision whose economic success comes as close as possible to that of the invalid provision.

12.3. If the Seller is a business within the meaning of the German Commercial Code (Handelsgesetzbuch), a legal entity under public law or a special fund under public law, the exclusive - and international - place of jurisdiction for all disputes arising from the contractual relationship shall be Zerbst. The same applies if the Seller is a trader within the meaning of Section 14 of the BGB. However, in all cases, we are also entitled to take legal action at the place of performance of the delivery obligation in accordance with these GTP or an overriding individual agreement, or at the Seller's general place of jurisdiction. Overriding legal provisions, in particular those concerning exclusive jurisdiction, shall remain unaffected.