General Purchasing Conditions

§ 1 Scope, Form

(1) These General Purchasing Conditions ("GPC") apply to all business relationships with our business partners and suppliers ("Seller"). The GPC apply only if the Seller is an entrepreneur (Unternehmer, Section 14 of the German Civil Code (BGB)), a legal entity under public law, or a special fund under public law.

(2) The GPC 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, 650 BGB). Unless otherwise agreed, the GPC apply, in the version valid at the time of the Buyer's order or, in any event, in the version last communicated to the Seller in text form, as a framework agreement also to future contracts of the same kind, without our having to refer to them again in each individual case.

(3) These GPC apply exclusively. Deviating, conflicting, or supplementary general terms and conditions of the Seller shall become part of the contract only if and to the extent that we have expressly agreed to their applicability in writing. This requirement of consent applies in every case, including where the Seller refers to its own terms and conditions in an order confirmation and we do not expressly object.

(4) Individual agreements (e.g., framework supply agreements, quality assurance agreements) and the specifications in our order take precedence over the GPC. In case of doubt, trade terms are to be interpreted in accordance with the Incoterms® published by the International Chamber of Commerce (ICC) in Paris, in the version valid at the time the contract is concluded.

(5) Legally relevant declarations and notices by the Seller relating to the contract (e.g., setting a deadline, reminder, withdrawal) must be made in writing. For the purposes of these GPC, "in writing" includes written form and text form (e.g., letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in cases of doubt as to the authority of the declarant, remain unaffected.

(6) References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions apply unless they are directly amended or expressly excluded in these GPC.

§ 2 Conclusion of Contract

(1) Our order becomes binding at the earliest upon written submission or confirmation. The Seller must notify us of any obvious errors (e.g., typing or calculation errors) and incompleteness 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 five (5) working days or, in particular, to execute it unconditionally by dispatching the Goods (acceptance). If the Seller does not confirm the order in time, we are entitled to revoke the order.

(3) A late acceptance shall be deemed a new offer and requires acceptance by us.

(4) Changes or additions to the order on our part require written form. The Seller must promptly review requested changes for feasibility and their effect on price and delivery time and notify us thereof in writing.

§ 3 Delivery Time and Default in Delivery

(1) The delivery time specified by us in the order is binding. If the delivery time is not specified in the order and has not otherwise been agreed, it shall be four (4) weeks from conclusion of the contract. The Seller is obliged to notify us in writing without delay – but no later than five (5) working days before the agreed delivery date – if it is foreseeable that agreed delivery times cannot be met, stating the reasons and the anticipated new delivery time.

(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 withdrawal and damages – shall be determined by the statutory provisions. The provisions of paragraph 3 remain unaffected.

(3) If the Seller is in default, we may – in addition to further statutory claims – demand liquidated damages for delay in the amount of 0.5% of the net price of the affected delivery per completed calendar week, but in total not more than 10% of the net price of the Goods delivered late. We reserve the right to prove that a higher loss has occurred. The Seller reserves the right to prove that no loss, or a substantially lower loss, has occurred.

(4) The right to a cover purchase is expressly reserved. If the Seller effects delivery after a delay has occurred without our having previously waived our right of withdrawal in writing, the delivery is not thereby deemed approved by acceptance. Any additional costs of a cover purchase shall be reimbursed by the Seller.

§ 4 Performance, Delivery, Passing of Risk, Default in Acceptance

(1) The Seller is not entitled, without our prior written consent, to have the performance owed by it rendered by third parties (e.g., subcontractors). Consent given does not release the Seller from full responsibility for the performance. The Seller bears the procurement risk for its performance unless otherwise agreed in an individual case (e.g., limitation to stock on hand).

(2) Delivery within Germany is made "free domicile" (DDP in accordance with the Incoterms® in the version applicable from time to time) to the place specified in the order. If no place of destination is specified and nothing else is agreed, delivery shall be made to our place of business. The respective place of destination is also the place of performance for the delivery and any subsequent performance (obligation to deliver, Bringschuld).

(3) The delivery must be accompanied by a delivery note containing at least the following information: date (issue and dispatch), contents of the delivery (item number and quantity), our order reference (date and number), batch or serial numbers, and, where applicable, dangerous goods labelling. If the delivery note is missing or incomplete, we shall not be responsible for any resulting delays in processing and payment. A corresponding dispatch notice with the same content must be sent to us separately from the delivery note.

(4) The risk of accidental loss and accidental deterioration of the item passes to us upon handover at the place of performance. To the extent acceptance (Abnahme) has been agreed, this shall be decisive for the passing of risk. In other respects, the statutory provisions of contract-for-work law apply accordingly to any acceptance. Handover or acceptance is deemed equivalent 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 its performance even where a specific or determinable calendar date has been agreed for an act or cooperation on our part (e.g., provision of material). If we are in default of acceptance, the Seller may claim compensation for additional expenses in accordance with the statutory provisions (Section 304 BGB). If the contract concerns an item to be manufactured by the Seller that is not fungible (custom-made item), the Seller is entitled to further rights only if we were obliged to cooperate and are responsible for the failure to cooperate.

(6) Partial deliveries and deliveries in advance require our prior written consent. Deliveries of excess quantities are permitted only with our express consent; without such consent, we are entitled to return excess quantities at the Seller's expense.

§ 5 Prices and Terms of Payment

(1) The price specified in the order is binding. All prices are exclusive of the statutory value added tax applicable from time to time, unless it is included in the price and separately stated.

(2) Unless otherwise agreed in an individual case, the price includes all services and ancillary services of the Seller (e.g., assembly, installation) as well as all ancillary costs (e.g., proper packaging, transport costs including any transport and liability insurance).

(3) The agreed price is due for payment within 30 calendar days of complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice. If we make payment within 14 calendar days, the Seller grants us a 3% discount on the net invoice amount. In the case of bank transfer, payment is deemed timely if our transfer order is received by our bank before expiry of the payment period; we are not responsible for delays caused by the banks involved in the payment process.

(4) Invoices must be submitted exclusively in electronic form (PDF or ZUGFeRD format) to the e-mail address designated for this purpose. An invoice is deemed received only once it contains all mandatory particulars pursuant to Sections 14, 14a of the German VAT Act (UStG) and states our order number. Incomplete or incorrect invoices will be returned; the payment period does not begin until receipt of a correct invoice.

(5) We do not owe interest for maturity. The statutory provisions apply to default in payment.

(6) We are entitled to set-off and retention rights, as well as the defence of an unperformed contract, to the extent permitted by law. In particular, we are entitled to withhold due payments for as long as we have claims against the Seller arising from incomplete or defective performance.

(7) The Seller has a right of set-off or retention only in respect of counterclaims that are legally established or undisputed. The assignment of the Seller's claims against us requires our prior written consent; Section 354a of the German Commercial Code (HGB) remains unaffected.

(8) Price increases by the Seller for ongoing deliveries are effective only if notified to us in writing at least eight (8) weeks before they take effect and if we have agreed to them in writing. Absent our consent, the previous price continues to apply.

§ 6 Packaging, Shipment, and Transport Damage

(1) The Seller is obliged to pack the Goods properly, in a manner that protects them during transport and is environmentally sound. It must observe the relevant DIN/EN standards as well as any packaging specifications prescribed by us.

(2) Packaging costs are included in the purchase price unless expressly agreed otherwise. Non-consumable packaging materials (e.g., pallets, racks) remain the property of the Seller; we shall return them upon request. The Seller bears the costs of return and disposal.

(3) Visible transport damage must be noted immediately upon delivery on the delivery note/waybill and reported to the Seller without delay. Our commercial duty to give notice of defects under Section 377 HGB and the provisions of § 7 of these GPC remain unaffected.

(4) The Seller bears the transport risk until handover at the place of destination. It is obliged, upon our request, to take out transport insurance in an appropriate amount.

§ 7 Confidentiality, Data Protection, and Retention of Title

(1) We reserve title and copyright to illustrations, plans, drawings, calculations, execution instructions, product descriptions, and other documents. Such documents may be used exclusively for the contractual performance and must be returned to us upon first request after completion of the contract or, if so agreed, securely destroyed. The documents must be kept confidential from third parties, even after termination of the contract. The confidentiality obligation ceases only once and to the extent that the knowledge contained in the documents provided has become generally known.

(2) The Seller is obliged to treat as strictly confidential all information obtained in the course of the business relationship that is marked as confidential or whose confidentiality is apparent from the circumstances (in particular prices, terms, technical specifications, customer lists). This also applies to the Seller's employees and any subcontractors, to whom the Seller must impose corresponding obligations.

(3) Insofar as the Seller processes personal data attributable to us in the course of performing the contract, the parties shall enter into a data processing agreement pursuant to Art. 28 GDPR. The Seller undertakes to implement all technical and organisational measures pursuant to Art. 32 GDPR and to report data breaches (Art. 33, 34 GDPR) to us without delay – but no later than within 24 hours of becoming aware of them.

(4) The foregoing provisions apply accordingly to substances and materials (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 must, for as long as they are not processed, be stored separately at the Seller's expense, clearly identified as our property, and insured to an appropriate extent against destruction and loss.

(5) Any processing, mixing, or combining (further processing) of items we have provided by the Seller shall be deemed carried out on our behalf, such that we are considered the manufacturer and acquire ownership of the product no later than upon such further processing.

(6) Transfer of title in the Goods to us shall take place unconditionally and regardless of payment of the price. If, in an individual case, we accept an offer by the Seller to transfer title that is conditional upon payment of the purchase price, the Seller's retention of title shall lapse no later than upon payment of the purchase price. In the ordinary course of business, we remain authorised, even prior to payment of the purchase price, to resell the Goods, with advance assignment of the resulting claim. All other forms of retention of title are excluded, in particular extended, forwarded, or processing-extended retention of title.

§ 8 Compliance, Sustainability, and Supply Chain Obligations

(1) The Seller undertakes to comply with all applicable statutory provisions, in particular those relating to labour, environmental, tax, and anti-corruption law. This expressly includes compliance with the German Supply Chain Due Diligence Act (LkSG), the EU Corporate Sustainability Due Diligence Directive (CSDDD), and the German Minimum Wage Act.

(2) The Seller confirms that neither it nor its sub-suppliers tolerate child labour, forced labour, discrimination, or other abuses referred to in the UN Guiding Principles on Business and Human Rights and the ILO core labour standards. Upon request, the Seller shall provide written evidence thereof (e.g., self-disclosure, certificate).

(3) The Seller undertakes to comply with the principles of our Supplier Code of Conduct, which we publish on our corporate website and which forms part of all orders.

(4) In the event of breaches of the obligations under this § 8, we are entitled, after setting a reasonable deadline for remedy, to withdraw from the affected contract and to claim damages. In the case of serious or repeated breaches, we are entitled to withdraw immediately without setting a deadline.

(5) The Seller is obliged to support us in connection with any regulatory measures or investigations relating to compliance breaches and to provide the required documents without delay.

§ 8a Sanctions and Export Control

(1) The Seller represents and warrants that neither it nor its sub-suppliers, legal representatives, or beneficial owners are listed on any sanctions list of the European Union, the United Nations, or the United States (in particular the OFAC Specially Designated Nationals List), and that none of them is majority-controlled by any listed person or entity.

(2) The Seller represents and warrants that the Goods, materials, and components it supplies – including their upstream products and origin – do not originate from countries or regions subject to comprehensive EU, UN, or US sanctions or embargoes, and that their manufacture, procurement, or delivery does not violate applicable export control or foreign trade regulations, in particular the German Foreign Trade Act (AWG), the German Foreign Trade Ordinance (AWV), and the EU Dual-Use Regulation (EU) 2021/821.

(3) The Seller undertakes to conduct appropriate screening of its supply chain against the relevant sanctions lists and to provide us with corresponding evidence (e.g., certificates of origin, self-disclosure, screening results) upon request.

(4) The Seller shall inform us in writing without delay, and in any event within 48 hours, if it, a sub-supplier, or any party involved in the delivery becomes subject to sanctions-related investigations, is listed, or if there is reason to believe that any of the foregoing representations and warranties is no longer accurate.

(5) In the event of a breach of the obligations under this § 8a, we are entitled to withdraw from the affected contract with immediate effect and without prior notice, without prejudice to further statutory claims.

§ 9 Defective Delivery

(1) Our rights in the event of material and legal defects in the Goods (including incorrect and short delivery as well as improper assembly/installation or defective instructions) and in the event of other breaches of duty by the Seller shall be governed by the statutory provisions and the following supplements and clarifications in our favour.

(2) Under the statutory provisions, the Seller is liable in particular for ensuring that the Goods have the agreed quality at the time risk passes to us. Product descriptions that are the subject of the respective contract, or that have been incorporated into the contract in the same manner as these GPC, as well as information in data sheets, technical documents, samples, or specimens, shall in any event be deemed an agreement as to quality.

(3) For Goods with digital elements or other digital content, the Seller owes the provision and updating of the digital content to the extent this follows from a quality agreement or other product descriptions of the manufacturer.

(4) We are not obliged to inspect the Goods or make special enquiries about potential defects upon conclusion of the contract. By way of partial derogation from Section 442(1) sentence 2 BGB, we are entitled to unrestricted claims for defects even where we were unaware of a defect at the time of conclusion of the contract due to gross negligence.

(5) The statutory provisions (Sections 377, 381 HGB) apply to the commercial duty of inspection and notification of defects, provided that our duty of inspection is limited to externally recognisable defects and quality defects detectable by random sampling. Our notice of defects is deemed to have been given without delay and in time if sent within eight (8) working days of discovery or, in the case of obvious defects, of delivery.

(6) Subsequent performance also includes the removal of the defective Goods and their reinstallation, provided the Goods were installed in accordance with their nature and intended purpose before the defect became apparent; our statutory claim to reimbursement of the corresponding expenses (removal and installation costs) remains unaffected. The expenses required for the purpose of inspection and subsequent performance – in particular transport, travel, labour, and material costs as well as removal and installation costs – shall be borne by the Seller even if it turns out that no defect actually existed.

(7) If the Seller fails to fulfil its obligation to provide subsequent performance – at our discretion, by remedying the defect (repair) or by delivering a defect-free item (replacement) – within a reasonable period set by us of a maximum of ten (10) working days, we may remedy the defect ourselves and claim reimbursement of the necessary expenses. No deadline is required if subsequent performance has failed or is unreasonable for us.

(8) In all other respects, in the event of a material or legal defect, we are entitled, in accordance with the statutory provisions, to reduce the purchase price or to withdraw from the contract. In addition, we are entitled to claims for damages and reimbursement of expenses in accordance with the statutory provisions.

(9) In the case of delivery of dangerous goods without corresponding labelling or safety data sheets, we shall not be liable for any resulting damage; the Seller is obliged to reimburse all costs and damages incurred by us as a result.

§ 10 Supplier Recourse

(1) Our statutory claims for expenses and recourse within a supply chain (supplier recourse pursuant to Sections 478, 445a, 445b BGB) are available to us without restriction in addition to claims for defects. In particular, we are entitled to demand from the Seller precisely the type of subsequent performance that we owe to our customer in the individual case.

(2) Before we acknowledge or satisfy a claim for defects (including reimbursement of expenses) asserted by our customer, we shall notify the Seller and request a written statement within ten (10) working days. If no substantiated statement is provided and no amicable solution is reached, the claim for defects actually granted by us shall be deemed owed to our customer. The burden of proof to the contrary lies with the Seller.

(3) Our claims arising from supplier recourse apply even where the defective Goods have been combined with another product or otherwise further processed by us, our customer, or a third party, e.g., through installation, attachment, or fitting.

§ 11 Product Liability and Insurance

(1) If the Seller is responsible for a product-related loss, it shall indemnify us against third-party claims to the extent the cause lies within its sphere of control and organisation and it is itself liable in relation to third parties.

(2) As part of its indemnification obligation, the Seller shall reimburse expenses pursuant to Sections 683, 670 BGB arising from or in connection with a third-party claim, including recall actions carried out by us. We shall inform the Seller of the content and scope of any recall measures, to the extent possible and reasonable, and give it the opportunity to comment.

(3) The Seller is obliged to take out and maintain product liability insurance with a coverage amount of at least five (5) million euros, on a blanket basis per personal injury and property damage per insured event, for the duration of the business relationship and for five (5) years thereafter. The Seller shall provide us with evidence of insurance without delay upon first request. In the event of an insured claim, it is obliged to notify its insurer without delay and to inform us thereof.

(4) Safety-relevant product defects that become known after delivery must be reported to us by the Seller in writing without delay. This applies regardless of whether, and to what extent, claims for defects still exist.

§ 12 IT Security and Cybersecurity Requirements

(1) Insofar as the Seller supplies products with software, firmware, or digital elements, or provides IT-supported services, it must comply with the current state of the art with regard to information and cybersecurity. In particular, the requirements of the Cyber Resilience Act (CRA, EU 2024/2847) and the BSI baseline protection standard (BSI-Grundschutz) must be taken into account.

(2) The Seller shall ensure that delivered software and hardware products are, at the time of delivery, free from known security vulnerabilities (CVE entries with a criticality level of CVSS ≥ 7.0). It undertakes to provide critical security updates for a reasonable period – but in any event for the agreed product lifetime or five (5) years after delivery, whichever is longer.

(3) In the event of security incidents affecting, or potentially affecting, our systems or data, the Seller is obliged to inform us in writing without delay, and in any event within 24 hours of becoming aware of the incident.

(4) The Seller may not establish or maintain remote access to systems it has supplied without our express authorisation. To the extent remote access is agreed as part of the performance of services, it must be designed in accordance with the principle of least privilege and be fully logged.

§ 13 Limitation Period

(1) The mutual claims of the contracting parties shall become time-barred in accordance with the statutory provisions, unless otherwise specified below.

(2) By way of derogation from Section 438(1) No. 3 BGB, the general limitation period for claims for defects is three (3) years from the passing of risk. To the extent acceptance (Abnahme) has been agreed, the limitation period begins upon acceptance. The three-year limitation period applies accordingly to claims arising from defects of title.

(3) In the event of fraudulent concealment of a defect or where the Seller has assumed a guarantee as to quality, the statutory limitation provisions apply without restriction.

(4) The limitation periods under sales law, including the extension set out above, apply to the statutory extent to all contractual claims for defects. To the extent we are also entitled to non-contractual claims for damages on account of a defect, the regular statutory limitation period (Sections 195, 199 BGB) applies, unless application of the limitation periods under sales law results in a longer limitation period.

§ 14 Force Majeure

(1) Events of force majeure release the Seller from its obligation to perform only if the following requirements are cumulatively met: (a) the event was, by its nature and extent, unforeseeable at the time the contract was concluded; (b) it lies entirely outside the Seller's sphere of influence; and (c) the Seller could not have prevented or materially mitigated its occurrence even by taking all precautions reasonable and economically justifiable for it. The only events qualifying as force majeure are: natural disasters, war, terrorism, and business closures ordered by law or by a public authority. Supply shortages, raw material shortages, energy price increases, and strikes affecting the Seller or its sub-suppliers do not constitute force majeure. IT and cyber-attacks by third parties entitle the Seller to rely on force majeure only if it

demonstrably fulfilled all of its duties of care in full – in particular the requirements under § 12 of these GPC – and the resulting damage was nevertheless unavoidable.

(2) Supply shortages or cost increases affecting the Seller that are based on market fluctuations or on circumstances foreseeable at the time the contract was concluded do not constitute force majeure.

(3) The affected Seller must notify us in writing of the impediment and its effects without delay, and in any event within three (3) working days of becoming aware of it, describing its scope and expected duration. It is obliged to make all reasonable efforts to minimise the effects and to resume performance as quickly as possible.

(4) If the impediment lasts longer than four (4) weeks, we are entitled to withdraw from the contract in whole or in part and, in accordance with the statutory provisions, to claim damages, provided the Seller is at fault.

§ 15 Governing Law, Jurisdiction, and Dispute Resolution

(1) These GPC and the contractual relationship between us and the Seller are governed exclusively by the laws of the Federal Republic of Germany, to the exclusion of uniform international law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG).

(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, our place of business shall be the exclusive – including international – place of jurisdiction for all disputes arising from the contractual relationship. However, we are in all cases also entitled to bring an action at the place of performance of the delivery obligation or at the Seller's general place of jurisdiction.

(3) The parties are prepared, before initiating court proceedings, to attempt an amicable settlement of the dispute through negotiation. At the written request of a party, discussions shall be held at management level for this purpose. The obligation to attempt such a settlement does not prevent either party from applying for interim legal protection.

(4) The use of online dispute resolution platforms (ODR) pursuant to Art. 14(1) of the ODR Regulation, or of other alternative dispute resolution procedures, is excluded for commercial contractual relationships within the meaning of these GPC.

§ 16 Final Provisions

(1) Should individual provisions of these GPC be or become invalid or unenforceable, the validity of the remaining provisions shall not be affected. The invalid or unenforceable provision shall be replaced by a valid provision that comes as close as possible to the economic purpose of the invalid provision (severability clause).

(2) Amendments and supplements to these GPC require written form to be effective. This also applies to any waiver of this written form requirement.

(3) These GPC supersede all previous General Purchasing Conditions of the Buyer and apply to all contracts concluded on or after the date they take effect.

(4) In the event of discrepancies between the German version and a foreign-language version of these GPC, the German version shall prevail.