

1. General - Scope

- 1.1. The following general terms and conditions of purchase apply to all our orders from the supplier. We do not recognize conflicting conditions or conditions of the supplier that deviate from our conditions of purchase or legal regulations, unless we have expressly agreed to their validity in writing. Our terms and conditions of purchase also apply if we accept the delivery from the supplier without reservation, although we are aware of the supplier's terms and conditions that conflict with or deviate from our terms and conditions of purchase.
- 1.2. Our terms and conditions of purchase only apply to entrepreneurs within the meaning of Section 14 of the German Civil Code.

2. Offers, contract acceptance, contract documents

- 2.1. We are bound to our order for 7 days.
- 2.2. Only the goods, quantities and designations listed in our order are binding. Subsequent changes are only binding if they are made in text form.
- 2.3. All agreements are to be made in text form in the contract. This also applies to supplements and amendments to the contract. Oral ancillary agreements are not made at the time the contract is concluded.
- 2.4. We reserve all property rights and copyrights to the illustrations, drawings, calculations and other documents accompanying our order. They are to be kept secret from third parties and may not be made accessible to them without our prior express consent. These documents are to be used exclusively for production based on our order and are to be returned to us without being asked after the order has been processed in full.
- 2.5. The supplier is obliged to inform us immediately if quantities, dimensions or technical information are evidently missing from our order, are incomplete or deviate from previous orders. In addition, the supplier must inform us if the delivery or service is clearly not suitable for fulfilling the purpose intended by us.
- 2.6. If the supplier cannot deliver the goods ordered or within the delivery period, he must notify us in writing immediately, at the latest within three working days after receipt of the order.

3. Prices, terms of payment, non-assignment clause and packaging

- 3.1. Unless we have expressly agreed otherwise with the supplier, the price stated in the order includes both the statutory sales tax and the costs of "free delivery", including packaging costs and any costs of transport insurance.
- 3.2. In the absence of any other agreement, the purchase price is only due for payment after receipt of the defect-free goods, the delivery note, the proof of supplier, the other accompanying documents and the receipt of the proper invoice (see Section 3).
- 3.3. In order to be able to process the supplier's invoices properly, the supplier is obliged to state the order number shown in our order, the article number shown in our order and the order date in his invoice and also to comply with all other legal requirements for invoicing (e.g. tax law). If he does not comply with this obligation, all delays caused by this shall be borne by the supplier.
- 3.4. If we have not expressly agreed otherwise with the supplier, we shall pay the supplier's invoice within 14 days after the conditions for payment have been met in accordance with Section 2 with a 3% discount or within 30 days net.
- 3.5. We carry out up to two payment runs per week. As a result, invoices are paid up to three days earlier and up to four days later. Payments that are received too late by the supplier due to this fact are still considered to have been paid on time and can be discounted.
- 3.6. Payments made by us do not mean that we recognize the deliveries or services as being in accordance with the contract.
- 3.7. We are entitled to rights of offsetting and retention to the extent permitted by law.
- 3.8. The supplier is only entitled to assign existing claims against us to third parties with our express consent.
- 3.9. Insofar as we have specified packaging regulations for the supplier, these must be observed. In all other cases, the supplier must pack the goods in such a way that transport damage is excluded and the packaging is designed for the intended means of transport. Additional costs due to culpably non-compliance with packaging regulations are to be borne by the supplier.

4. delivery time

- 4.1. The delivery date specified by us in the order is binding. Additional costs for any accelerated transport that may be necessary in order to meet the delivery date are to be borne by the supplier.
- 4.2. The supplier is obliged to notify us immediately if circumstances arise or become apparent to him which could jeopardize compliance with the agreed delivery date.
- 4.3. We expressly reserve the right to postpone a delivery date to a later date. Deliveries before the agreed delivery date must be agreed with us in advance.
- 4.4. Unless we have expressly agreed otherwise with the supplier, the delivery date is only met if the delivery takes place Monday to Thursday between 7:00 a.m. and 4:30 p.m. and Friday between 7:00 a.m. and 12:15 p.m. delivery is complete and all accompanying documents (e.g. TÜV reports, declarations of conformity, safety data sheets, test certificates, quality certificates, etc.) are handed over in full together with the delivery items when the goods are accepted. A copy of the drawing must be supplied with production parts according to a drawing. In addition to the supplier's article number, our article numbers and our order number must also be stated on all documents.
- 4.5. In the event that the supplier is culpably in default with the delivery, we are entitled to a contractual penalty of 1% of the order value for each full week of delay, but not more than a total of 5% of the order value. We will declare the reservation of the contractual penalty at the latest upon payment of the invoice following the delayed delivery. We expressly reserve the right to assert further claims for damages, whereby the contractual penalty incurred will be offset against these claims.

5. Passing of risk, documents

- 5.1. Unless we have expressly agreed otherwise with the supplier, the risk of accidental loss and accidental deterioration of the goods only passes to us when they are handed over to our place of business or the place of delivery specified by us in the order.
- 5.2. The supplier is obliged to state the order number shown in our order on the shipping documents. If he does not meet this obligation, he is responsible for all resulting delays.

6. subcontracts

The transfer of orders to third parties is prohibited without our prior express consent.

7. Examination of defects, liability for defects

- 7.1. We are obliged to examine the incoming goods for quality and quantity deviations within a reasonable period of time. A notice of defects is timely if it is received by the supplier within one week of delivery of the goods or within one week of discovering a hidden defect. A (telephone) verbal complaint is sufficient.
- 7.2. In the case of goods that require special inspection (measurement, involvement of a testing laboratory, etc.) and goods that are specially packaged (e.g. vacuum packaging), the period specified under Item 1 is extended in the case of obvious defects, taking into account the circumstances of the individual case.
- 7.3. In the event of a defect, we are entitled to the statutory warranty claims and rights without restriction. In particular, we are entitled to claim damages, including damages in lieu of performance.
- 7.4. The supplier bears all costs that are necessary to remedy the defect at the location where the defective goods are located, in particular he has to bear all necessary flight, travel, labour, hotel and transport costs that are necessary for immediate and accelerated remedy of the defect.
- 7.5. Claims for defects become time-barred within 36 months after delivery of the goods, unless the statutory warranty period or the warranty period granted by the supplier goes beyond this. If our claims for defects relate to an item that has been used for a building in accordance with its normal use and has caused its defectiveness, our claims for defects shall become statute-barred within 84 months after delivery of the item, unless the statutory warranty period or the warranty period granted by the supplier has expired goes beyond this.

8. Export, ISO certification

- 8.1. The supplier must inform us in writing when accepting our order if delivery items or parts thereof are subject to an export license. Upon request, the supplier must provide us in writing with the goods tariff number for each individual affected part and hand over all evidence required for export and for obtaining customs or other benefits.
- 8.2. If the supplier is in possession of a valid ISO certification, he will submit this to us electronically without being asked.
- 8.3. Goods and products that contain hazardous substances according to EC Directive 2002/95/EC (RoHS) must meet the relevant specifications of this directive (RoHS compliance). The supplier must provide evidence of this without being asked.
- 8.4. For goods and products that fall under EC Regulation No. 1907/2006 (REACH Regulation), the supplier ensures compliance with the regulations there and makes the prescribed data sheets and information available without being asked.

9. Product liability, indemnification, liability insurance coverage

- 9.1. Insofar as the supplier is responsible for product damage, the cause of which lies within his organizational and control area and for which he is himself liable externally, he is obliged to indemnify us from third-party claims for damages upon first request.
- 9.2. As part of its liability for damage according to Section 1, the supplier is particularly obliged to reimburse us for any expenses in accordance with Sections 683, 670 BGB or Sections 830, 840, 426 BGB that result from or in connection with one of our lawfully carried out result in a recall. As far as possible and reasonable, we will inform the supplier in good time in advance of the content and scope of such a recall and give him the opportunity to comment.
- 9.3. The supplier undertakes to maintain product liability insurance with a sufficient minimum sum insured per case of damage. As a result, further claims for damages to which we are entitled are neither excluded nor limited in terms of amount or content. We may require the supplier to send us confirmation of his insurance coverage.

10. property rights

- 10.1. The supplier guarantees that no rights of third parties in the Federal Republic of Germany or, if he is informed about the country of destination of our delivery, in the country of destination are violated in connection with his delivery.
- 10.2. If claims are made against us by a third party due to an infringement of the rights of the third party by the goods delivered by the supplier, the supplier is obliged, if the rights of the third party are said to have been violated in the Federal Republic of Germany, to inform us at first request from all third-party claims. Insofar as claims for damages are asserted by the third party, the supplier is free to prove that he is not responsible for the infringement of property rights.
- 10.3. The supplier's obligation to indemnify includes, in particular, our expenses that we inevitably incur as a result of claims being made against the third party.
- 10.4. Our above claims expire within 36 months after the transfer of risk.

11. Retention of title, provision, tools, confidentiality

- 11.1. Insofar as we provide the supplier with parts, we reserve title to them. Any processing or transformation by the supplier is carried out for us. If our reserved goods are processed with other items that do not belong to us, we acquire co-ownership of the new item in relation to the value of our reserved goods to the other processed items at the time of processing.
- 11.2. If the parts provided by us are inseparably mixed with other items that do not belong to us, we acquire co-ownership of the new item in the ratio of the value of our reserved goods to the value of the other mixed items at the time of mixing. If the mixing takes place in such a way that the supplier's item is to be regarded as the main item, the supplier shall transfer proportionate co-ownership of the new item to us. The supplier shall keep sole or joint ownership of the item for us.
- 11.3. Insofar as the security rights to which we are entitled according to Section 1 and/or Section 2 exceed the purchase price of all our unpaid reserved goods by more than 10%, we are obliged to release the security rights of our choice at the request of the supplier.
- 11.4. We reserve ownership of the tools we have provided to the supplier. The supplier may only use these tools to manufacture the goods we have ordered. He is obliged to insure the tools belonging to us at his own expense at the new price against damage caused by fire, water and theft. The supplier is obliged to handle our tools with care and to carry out timely maintenance, repairs and repairs at his own expense.
- 11.5. The supplier is obliged to keep all illustrations, drawings, calculations and other documents and information received from us strictly confidential. He may only disclose them to third parties with our express consent. The confidentiality obligation continues to apply even after this contract has been completed. However, it expires if and to the extent that the manufacturing knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known.

12. Applicable law; Place of fulfillment; Jurisdiction

- 12.1. The law of the Federal Republic of Germany applies to all contractual relationships between us and the supplier, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 12.2. Unless we have expressly agreed otherwise with the supplier, the place of performance is our place of business in Burtenbach.
- 12.3. If the supplier is a merchant, the court responsible for our place of business is exclusively responsible for all disputes between us and the supplier. However, we are also entitled to sue the supplier in the court of his place of residence or place of business.

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