

## 1. Scope, form

1.1 These General Terms and Conditions of Purchase (GTCP) shall apply to all business relations with our business partners and suppliers (Seller). The GTCP shall only apply if the Seller is an entrepreneur (Section 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law.

1.2 In particular, the GTCP shall apply to contracts for the sale and/or delivery of movable items (Goods), regardless of whether the Seller manufactures the Goods itself or purchases them from suppliers (Sections 433, 650 BGB). Unless otherwise agreed, the GTCP in the version valid at the time of the Purchaser's order or, at any rate, in the version last notified to the Purchaser in text form shall also apply as a master agreement for similar future contracts without the need of us referencing them again in each individual case.

1.3 These GTCP shall 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 approved their application expressly in writing. This approval requirement shall apply in any case, for example even if we accept the Seller's deliveries without reservation while being aware of the Seller's general terms and conditions.

1.4 Individual agreements made with the Seller in individual cases (including ancillary agreements, supplements and amendments) shall in any case have priority over these GTCP. Unless proven otherwise, a written contract or our written confirmation shall be authoritative for the content of such agreements.

1.5 Legal declarations and notifications of the Seller in respect of the contract (e.g. setting deadlines, reminder, withdrawal) shall be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the authority and credentials of the person making the declaration, shall remain unaffected.

## 2. Contract conclusion

2.1 Our order shall be deemed binding upon written submission or confirmation, at the earliest. The Seller shall be obligated to confirm our order in writing within a period of two weeks or, in particular, to execute it without reservation by dispatching the Goods (acceptance).

## 3. Delivery time and default in delivery

3.1 The delivery time specified by us in the order shall be binding. The Seller shall be obligated to notify us without undue delay in writing if it expects to be unable to meet stipulated delivery times – for any reason whatsoever.

3.2 If the Seller fails to perform at all or within the stipulated delivery time or if the Seller is in default, our rights – in particular to withdrawal and damages – shall be based on the statutory provisions. The provisions in clause 3.3 shall not be affected.

3.3 If the Seller is in default, we may – in addition to further statutory claims – demand a penalty for default in the amount of 1% of the net price per completed calendar week, but not exceeding a total of 5% of the net price of the Goods delivered late.

## 4. Performance, delivery, passage of risks, default in acceptance

4.1 The Seller shall require our prior written approval to have the performance owed by it rendered by third parties (e.g. subcontractors). The Seller shall bear the risk of procurement of its services unless stipulated otherwise in individual cases (e.g. limitation to stock).

4.2 Delivery shall be made DDP (INCOTERMS 2020) to the place specified in the order. The respective place of destination shall also be the place of performance for the delivery and any subsequent performance (obligation to deliver).

4.3 The delivery must be accompanied by a delivery bill, indicating date (issue and dispatch), content of the delivery (item number and quantity) as well as our order ID (date and number). If the delivery bill is missing or incomplete, we shall not be responsible for any resulting delays in processing and payment. A corresponding dispatch

note with the same content must be sent to us separately from the delivery bill.

4.4 The risk of accidental loss and accidental deterioration of the item shall pass to us upon handover at the place of performance. If acceptance has been agreed, this shall be decisive for the passage of risks. In all other respects as well, the statutory provisions of the law on contracts for work and services shall apply accordingly in the event of acceptance. Any default of acceptance on our part shall be deemed equivalent to handover or acceptance.

## 5. Prices and payment terms

5.1 The price specified in the order shall be binding. All prices are inclusive of statutory value added tax, unless VAT is indicated separately.

5.2 Unless stipulated otherwise in the individual case, the price shall include all of the Seller's performances and ancillary services (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs, including any transport and liability insurance).

5.3 The stipulated price shall be due and payable within 30 calendar days of complete delivery and performance (including any agreed acceptance) as well as receipt of a proper invoice. In case of bank transfer, payment shall be deemed made in good time if our order for remittance is received by our bank prior to the expiry of the payment deadline; we shall not be responsible for any delays caused by the banks involved in the payment process.

5.4 We shall not owe any default interest. The statutory provisions shall apply to default in payment.

5.5 To the extent provided by law, we shall be entitled to rights of set-off and retention as well as to the plea of non-performance of the contract. In particular, we shall be entitled to withhold due payments while we still have claims against the Seller arising due to incomplete or defective performance.

5.6 The Seller shall have a right of set-off or retention only in respect of finalized or undisputed counterclaims.

## 6. Non-disclosure

6.1 We shall retain the property rights and copyrights to illustrations, plans, drawings, calculations, execution instructions, product descriptions and other documents. Such documents shall be used exclusively for the contractual performance and shall be returned to us once the contract has been completed. The documents must not be disclosed to third parties, including after termination of the contract. The non-disclosure obligation shall expire only if and to the extent that the knowledge contained in the provided documents has entered the public domain.

6.2 The above provision shall apply accordingly to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items which we provide to the Seller for production. Unless they have been processed, such items shall be stored separately at the Seller's expense and insured to a reasonable extent against destruction and loss.

## 7. Defective delivery

7.1 Unless stipulated otherwise below, the statutory provisions shall apply to our rights in the event of defects of the Goods in quality and title and in the event of other breaches of duty by the Seller.

7.2 The statutory provisions (Sections 377, 381 of the German Commercial Code (HGB)) shall apply to the commercial inspection and notification obligation with the following proviso: our inspection obligation shall be limited to visible defects detected upon external appraisal during our incoming goods inspection, including of the delivery documents (e.g. transport damage, wrong and short delivery) or are recognizable during our quality control in the random sampling procedure. No inspection obligation shall apply if an acceptance has been agreed. In addition, the extent to which an investigation is possible in the ordinary course of business, taking into account the circumstances of the individual case, shall be relevant. Our obligation to give notification of subsequently detected defects shall not be affected. Notwithstanding our inspection obligation, any notification

made by us (notice of defect) shall at any rate be deemed made without undue delay and in good time if it is sent within 5 working days of detection or, in the case of obvious defects, of delivery.

7.3 Subsequent performance shall also include the removal of the defective Goods and their re-installation, provided that the Goods have been installed in or attached to another item in line with their nature and purpose of use; our statutory claim to reimbursement of corresponding expenses shall not be affected. The expenses required for the purpose of inspection and subsequent performance shall be borne by the Seller even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified requests to take corrective measures shall not be affected; however, we shall insofar only be liable if we recognized or due to gross negligence failed to recognize that there was no defect.

7.4 Notwithstanding our statutory rights and the provisions in clause 7.5, the following shall apply: if the Seller fails to meet its subsequent performance obligation – at our option, by taking corrective measures (rectification) or by delivering a defect-free item (replacement delivery) – within a reasonable deadline set by us, we may correct the defect ourselves and demand reimbursement by the Seller of the expenses required for this purpose or a corresponding advance payment. There shall be no need to set a deadline if subsequent performance by the Seller has failed or is unreasonable for us (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage); we shall notify the Seller of such circumstances without undue delay, if possible in advance.

7.7 Moreover, in the event of a defect in quality or title, we shall be entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. In addition, we shall be entitled to claim damages and reimbursement of expenses in accordance with the statutory provisions.

#### **8. Producer's liability**

8.1 If the Seller is responsible for product damage, it shall indemnify us from third-party claims as far as the cause lies within the Seller's area of control and responsibility and if the Seller itself is liable in relation to third parties.

8.2 Within the scope 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 product recalls conducted by us. We shall notify the Seller about the content and scope of recall measures – to the extent possible and reasonable – and give the Seller the opportunity to comment. Further statutory claims shall not be affected.

8.3 The Seller shall take out and maintain product liability insurance with a combined limit of at least EUR 10 million. per personal injury/property damage.

#### **9. Limitation**

9.1 Unless stipulated otherwise below, the contracting parties' mutual claims shall lapse in accordance with the statutory provisions.

9.2 Deviating from Section 438 para. 1 no. 3 BGB, the general limitation period for warranty claims shall be 3 years from the passing of risk. If acceptance has been agreed, the limitation period shall commence upon acceptance. The 3-year limitation period shall also apply accordingly to claims arising from defects in title, whereby the statutory limitation period for third-party real rights to return an item (Section 438 para. 1 no. 1 BGB) shall not be affected; furthermore, claims arising from defects in title shall in no case lapse while the third party can still assert the right against us – in particular if it has not lapsed.

9.3 The limitation periods under sales law, including the above extension shall apply – to the extent provided by law – to all contractual warranty claims. If we are also entitled to non-contractual claims for damages due to a defect, such claims shall be subject to the regular statutory limitation period (Sections 195, 199 BGB), unless the application of the limitation periods under sales law in individual cases results in a longer limitation period.

#### **10. Choice of law and place of jurisdiction**

10.1 The contractual relations shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

10.2 Exclusive – including international – place of jurisdiction shall be Düsseldorf.