

1 Scope of Application

- (1) Our Terms and Conditions of Purchase apply exclusively. Conflicting or deviating terms and conditions of the supplier are not recognized.
- (2) Our Terms and Conditions of Purchase apply exclusively to businesses.
- (3) They also apply to all future transactions with the supplier, even if they are not expressly incorporated again.

2 Quotation

The supplier is obligated to accept our order within 14 days, unless other binding periods are agreed upon in individual cases.

3 Prices and Terms of Payment

- (1) The price stated in the order is binding.
- (2) It includes statutory value-added tax. Delivery duty paid (DDP) including packaging is also included.
- (3) We are entitled to offsetting and retention rights to the extent permitted by law.
- (4) Payment is due within 14 days with a 3% discount, within 30 days with a 2% discount, and within 90 days net. Payments are made, at our discretion, by crossed check or by bank transfer; the date of dispatch is decisive for timely payment. The payment period begins with the handover of the goods, delivery note and invoices.
- (5) The supplier must note our order details on the invoices and delivery notes and send the invoices in triplicate. For shipments of goods from abroad, invoices must be enclosed in duplicate with the shipping documents. Cash on delivery shipments may be refused.

4 Delivery Time and Delayed Delivery

- (1) The delivery time specified in the order is binding.
- (2) In the event of a delay in delivery, we are entitled to demand a flat-rate compensation for delay amounting to 1.5% of the delivery value per completed week; however, we may claim a maximum of 10% as a flat rate.
The supplier has the right to prove to us that no or significantly less damage has occurred. Further statutory or contractual claims (in particular, compensation for damages due to breach of duty) remain reserved.

5 Defect Inspection

- (1) Any obligation to give notice of defects on our part pursuant to Section 377 of the German Commercial Code (HGB) is excluded. We undertake to carry out a minimum inspection based on the delivery note and for transport damage.
- (2) The supplier undertakes to conduct a final inspection of the goods and concludes a quality assurance agreement with us.

6 Warranty

- (1) We are fully entitled to all statutory warranty rights. In particular, in the event of defects, we are entitled, at our discretion, to demand either the rectification of defects or the delivery of a defect-free item; the supplier shall bear the necessary costs in full. Furthermore, we are entitled to statutory claims for damages in full and without limitation.
- (2) The full statutory warranty and limitation periods apply.

7 Retention of Title, Documents, and Confidentiality

- (1) If we provide parts to the supplier, we retain ownership of them.
- (2) The retention of title also extends to the products resulting from the processing, mixing, or combining of our goods, at their full value. These processes are carried out for us, so that we are deemed to be the manufacturer.
If, upon processing, mixing, or combining with third-party goods, the ownership rights of third parties remain in force, we acquire co-ownership in proportion to the objective values of these goods.
- (3) All business or technical information made available by us (including features that can be inferred from any items, documents, or software provided, and other knowledge or experience) must be kept confidential from third parties as long as and to the extent that it is not demonstrably public knowledge. It may only be made available within the supplier's own operations to those people who must necessarily be consulted for the purpose of supplying us and who are also bound to confidentiality; it remains our exclusive property.

Such information may not be reproduced or used commercially without our prior written consent – except for deliveries to us. Upon our request, all information originating from us (including any copies or recordings made) and items loaned to us must be immediately and completely returned to us or destroyed.

We reserve all rights to such information (including copyrights and the right to register industrial property rights, such as patents, utility models, semiconductor protection, etc.). To the extent that such information has been made available to us by third parties, this reservation of rights also applies to the benefit of these third parties.

- (4) Product manufactured according to documents designed by us, such as drawings, models, and the like, or according to our confidential information, or using our tools or copied tools, may not be used by the supplier itself, nor offered or delivered to third parties. This also applies to our print orders.

8 Recourse

- (1) If a claim is asserted against us due to a defect in the item delivered by the supplier under manufacturer's liability, product liability, or other liability provisions, the supplier shall indemnify us from the liability resulting from the defect upon first request, insofar as the supplier is responsible for the defect.
- (2) Within this framework, the supplier is also obligated to reimburse any expenses arising from or in connection with a recall campaign, unless the claim arises from Sections 830 and 840 of the German Civil Code (BGB) in conjunction with Sections 426 and 254 of the German Civil Code (BGB).
- (3) If a claim is asserted against us due to a defect in the item delivered by the supplier, we are fully entitled to a recourse claim against the supplier under Section 478 of the German Civil Code (BGB); an exception to this shall only apply if we have previously been granted equivalent compensation for the recourse claim.
- (4) To secure these claims, the Supplier must take out appropriate liability insurance.

9 Intellectual Property Rights

- (1) The supplier guarantees that no third-party rights are infringed in connection with its delivery.
- (2) If third parties assert claims against us for this reason, the supplier is obligated to indemnify us against these claims upon first request. We are not entitled to enter into any agreements (settlements) with the third party without the supplier's consent.
- (3) This indemnification obligation also applies to all expenses necessarily incurred by us from or in connection with the claim by a third party.
- (4) Design drawings and similar company documents remain our property and must always be treated strictly confidentially. They may not be made accessible to third parties without our consent. After completion of the order, they must be returned to us immediately and without request. In the event of a breach of these obligations, the supplier shall be fully liable to us in accordance with the statutory provisions. Irrespective of this, in the event of a breach, the supplier undertakes payment of a contractual penalty of EUR 50,000; the customer has the right to prove to us that no or significantly less damage has occurred.

10 Place of Performance, Jurisdiction, and Applicable Law

- (1) The place of performance for our obligations (for our payments) is our place of business.
- (2) The place of jurisdiction for all legal actions is our place of business. Other permissible general or special places of jurisdiction are also open to us.
- (3) With regard to all claims and rights arising from this contract, the non-uniform law of the Federal Republic of Germany (German Civil Code, German Commercial Code) shall apply. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

11 Other Provisions

- (1) Amendments to the contract may only become effective with our consent.
- (2) Should individually provisions of these terms and conditions be invalid or void in whole or in part, the remaining provisions

shall remain unaffected. The contracting parties undertake to agree to a provision that largely achieves the economic purpose pursued by the invalid or void provision.

- (3) The supplier must ensure that the applicable legal and regulatory requirements of the exporting country, the importing country, and the country of destination specified by the customer – provided they are communicated to the supplier – are met. If the supplier is required to implement special monitoring measures for certain products subject to legal and regulatory requirements, the supplier must ensure that this monitoring is carried out as required and continuously maintained – including with its own suppliers.

12 Compliance

- (1) The Supplier undertakes to comply with the relevant legal regulations regarding employee relations, environmental protection, and occupational safety, and to work to reduce adverse impacts on people and the environment in its activities. Furthermore, the Supplier shall observe the principles of the UN Global Compact initiative. These primarily concern the protection of international human rights, the right to collective bargaining, the abolition of forced and child labor, the elimination of discrimination in recruitment and employment, environmental responsibility, and the prevention of corruption. Further information on the UN Global Compact initiative is available at www.unglobalcompact.org.
- (2) In the event that a supplier repeatedly acts unlawfully despite appropriate notice or fails to demonstrate that the violation has been remedied as possible and that appropriate precautions have been taken to prevent future violations, we reserve the right to withdraw from existing contracts or to terminate them without notice.