



The following General Terms and Conditions of Purchase ("Terms and Conditions of Purchase") apply to all purchasing transactions for goods and services within the scope of our business activities.

1 General and scope of application

1.1 These Terms and Conditions of Purchase shall apply exclusively. We do not recognise any deviating or conflicting general terms and conditions of business unless we have expressly agreed to them in writing.

1.2 The acceptance of goods or services ("subject matter of the contract") of the supplier or their payment does not constitute consent, even if the acceptance or payment is made in the knowledge of conflicting or supplementary contractual terms and conditions of the supplier.

1.3 These Terms and Conditions of Purchase shall also apply to all future transactions between us and the Supplier. Similarly, any previously agreed contractual terms and conditions of the supplier that conflict with or supplement these Terms and Conditions of Purchase shall no longer be recognised.

1.4 These Terms and Conditions of Purchase shall apply to business transactions with entrepreneurs, legal entities under public law and special funds under public law within the meaning of Section 310 (1) of the German Civil Code (BGB).

2. supply contract - orders - purchase order (PO)

2.1 Orders, contracts, and call-offs as well as their amendments and supplements must be made in writing. We do not recognise verbal orders or agreements that have not been confirmed by us in writing. We shall only recognise deviations of the supplier's order confirmations from our order if the deviations have been approved by us in writing.

2.2 The written form requirement is also fulfilled by e-mail if we have explicitly confirmed receipt thereof,

2.3 If the supplier does not accept the order within two weeks of receipt, we shall be entitled to cancel the order. Cancellation is not dependent on the setting of a deadline. Delivery call-offs shall become binding at the latest if the supplier does not object within two weeks.

2.4 We may demand changes to the delivery item from the supplier, unless the requested changes are unreasonable for the supplier, about the additional time or costs likely to be incurred by the supplier as a result. If the supplier declares that it is unable to carry out the changes requested by us, we may withdraw from the contract. This shall not apply if the changes requested by us are unreasonable for the supplier.

3 Delivery dates and deadlines, acceptance, transfer of risk

3.1 Agreed dates and deadlines are binding. Compliance with the delivery date or delivery period shall be determined by the receipt of the goods by us or the commencement or performance of the ordered service. If delivery "free buyer" (DAP or DDP named place according to Incoterms® 2020) has not been agreed, the supplier must make the goods available in good time, considering the time for loading and dispatch to be agreed with the forwarding agent. If delivery "by self-collection" (EXW according to Incoterms® 2020) has been agreed, the supplier must notify the completion of the goods in good time.

3.2 If the supplier has taken over the installation or assembly, the supplier shall bear all necessary expenses such as travel expenses, provision of tools and allowances.

3.3 Upon expiry of the delivery date, the supplier shall be in default even without a special reminder, unless the supplier proves that he is not responsible for the non-performance. In this case, after setting a reasonable deadline for performance, we shall be entitled to assert claims for damages instead of performance and/or to withdraw from the contract. Any contractual penalty payable by us due to the supplier's default shall be passed on to the supplier.

3.4 The supplier is obliged to inform us immediately in writing if he foresees difficulties about production, compliance with the delivery date or similar circumstances which could prevent him from delivering on time or in the agreed quality.

3.5 The unconditional acceptance of the delayed delivery or service shall not constitute a waiver of the claims for compensation to which we are entitled due to the delayed delivery or service; this shall apply until full payment of the remuneration owed by us for the delivery or service concerned.

3.6 Partial deliveries are generally not permitted unless we have expressly agreed to them, or they are reasonable for us.

3.7 If acceptance has been agreed, acceptance shall be determined in accordance with the agreements made in the orders and delivery call-offs.

3.8 The risk of accidental loss and accidental deterioration of the goods shall pass to us upon handover at the place of delivery. If acceptance has been agreed, this shall be decisive for the transfer of risk. Otherwise, the statutory provisions of the law on contracts for work and labour shall apply accordingly in the event of acceptance. If we are in default of acceptance, this shall be deemed equivalent to handover or acceptance.

4 Force majeure

4.1 Impediments to performance that are not attributable to the sphere of risk of a contracting party shall release the contracting parties from their performance-related obligations for the duration of the disruption and the extent of its effect.

4.2 Such impediments to performance include force majeure, civil unrest, acts of war or terrorism, epidemics, epidemics, or pandemics, strikes, labour disputes, including in the companies of the contracting parties and their vicarious agents and lockouts, official measures, blockage of transport routes, failures or restrictions of electronic data exchange caused by third parties, cybercrime by third parties and other unforeseeable, unavoidable, and serious events. Both parties are obliged to provide each other with the necessary and reasonable information without delay and to adjust their obligations temporarily to the changed circumstances, to possible changes in market requirements, in good faith.

4.3 The Supplier shall notify the Buyer in writing of the reasons for the impediment to delivery immediately after becoming aware of it and, at the Buyer's request, provide evidence thereof without delay. If the agreed delivery date must be extended by more than 30 calendar days, either party shall be entitled to withdraw from the contract within the first three business days after expiry of the 30-day period without mutual compensation. If neither contracting party makes such a declaration, the delivery period shall be extended for another 30 calendar days. After this period has also expired, the contract shall be deemed cancelled without mutual compensation.

4.4 During such events, we shall be entitled - without prejudice to our other rights - to withdraw from the contract in whole or in part if an adjustment is not suitable.

4.5 Insufficient self-supply by the supplier does not constitute a case of force majeure.

5 Packaging

5.1 Unless otherwise agreed, the goods to be delivered shall be properly packed at the supplier's expense in a customary and appropriate manner or, at our request, provided with special packaging in accordance with our instructions.

5.2 The supplier shall be liable for damage caused by defective packaging.

5.2 The supplier shall comply with the requirements of the German Packaging Act at its own expense and shall ensure suitable packaging, registration and labelling, the latter also regarding hazardous substances.



5.6 The supplier shall take back used, completely emptied packaging free of charge. If this is not possible, he shall bear the appropriate disposal costs incurred by us.

6 Invoicing, payment, and retention of title

6.1 If no deviating terms of payment have been agreed in individual cases, our payments shall be made after receipt of the proper and verifiable invoice at our discretion within 14 calendar days with a 2% discount or within 30 calendar days strictly net. If the goods are received later than the receipt of the invoice, the discount period shall only commence from the date of receipt of the goods.

6.2 The invoice must contain the mandatory information in accordance with the German Value Added Tax Act (UStG), particularly the tax number issued by the tax office, or the VAT identification number issued by the Federal Office of Finance, as well as the order number (PO number). If these requirements are not met, we shall not be responsible for the resulting delays in invoice processing and payment settlement. We reserve the right to reject improper invoices.

6.3 In the event of defective delivery, we shall be entitled to withhold payment until proper fulfilment.

6.4 The shipping instructions stated in the order must be strictly observed. In the event of non-compliance with the shipping instructions, the additional costs incurred as a result shall be borne by the supplier.

6.5 The supplier is not authorised to assign his claims to third parties or to have them collected by third parties without our prior written consent.

6.6 We reserve the right to settle individual orders and supplier invoices using the reverse factoring procedure or similar procedures such as "quickpaid" from the company A.B.S.. By accepting our order, the supplier agrees in principle to this possibility.

6.7 All agreed prices include all expenses associated with the order, regardless of whether these were foreseeable when the contract was concluded.

6.8 Unless otherwise agreed in writing, customs duties and other charges shall be borne by the supplier.

6.9 Title to the delivered goods shall pass to us upon full payment by us. Any prolonged or extended retention of title by the supplier is excluded. We are authorised to resell and process the goods in the ordinary course of business.

6.10. The supplier is obliged to immediately disclose to us any third-party rights to the goods or parts thereof. This also applies to possible assignments of claims.

7 Offsetting and retention

7.1 We shall be entitled to rights of set-off and retention to the extent permitted by law.

7.2 The supplier shall only be entitled to a right of set-off if his counterclaim has been legally established, is undisputed, recognised, or ready for decision. In addition, he is authorised to exercise a right of retention insofar as his counterclaim has been legally established, is undisputed or ready for decision and is based on the same contractual relationship.

8 Quality

8.1 The Supplier guarantees that their deliveries and services are carried out professionally and in compliance with the latest technology, safety regulations, product safety requirements, standards, and agreed technical specifications. All goods supplied must comply with the current state of the art and the applicable statutory regulations and standards in force in the country of manufacture and sale.

8.2 Products requiring labelling in accordance with EU directives must be supplied with the corresponding CE mark and the declaration of conformity.

8.3 Changes to the delivery item and deviations from the agreed quality require our prior written consent.

8.4 If the supplier manufactures the subject matter of the contract for us, the supplier shall be obliged to provide us with appropriate information if it considers the subject matter of the contract to be manufactured by it to be unsuitable or not optimally suitable for the intended purpose. In this respect, the supplier shall be deemed to be a specialist for parts to be manufactured by him.

8.5 Deviations from the ordered specification for the initial sample or series must be notified by the supplier prior to delivery; delivery may only be made after written approval by us.

9. Notification of defects

9.1 We shall carry out an identity and quantity check immediately after receipt of the delivery and check the delivery for obvious damage (including transport damage). If we discover a defect, we shall notify the supplier immediately. We shall notify the supplier of any defects not discovered during this inspection within a reasonable period as soon as they are discovered in the ordinary course of business. In this respect, the supplier waives the defence of delayed notification of defects.

9.2 Goods not delivered in accordance with the order shall be returned at the Supplier's expense and risk.

9.3 Payments or instalments of the purchase price or remuneration shall not constitute acceptance or acknowledgement that the subject matter of the contract is free of defects.

10 Liability for material defects (warranty)

10.1 The Supplier warrants that the delivered goods are free of defects, that they have the agreed properties and quality in accordance with Clauses 8.1 and 8.2. In particular, the characteristics and quality of any purchase samples and compliance with all relevant statutory and official regulations of the deliveries and/or services applicable at the place of destination shall be deemed to be the agreed quality. Furthermore, the supplier warrants that the delivered goods do not give rise to any product liability due to the existence of a product defect.

10.2 We shall be entitled to the statutory claims for defects in full; in any case, we shall be entitled to demand that the supplier, at our discretion, rectify the defect or deliver a new item. We expressly reserve the right to claim damages, in particular damages in lieu of performance.

10.3 If the supplier does not start to fix the defect after we request it or if the remedy fails, we can take action to prevent acute danger or avoid significant damage. We will set a reasonably short deadline for the supplier to remedy the defect. If they fail to do so, we will remedy the defect ourselves or have it remedied by third parties at the supplier's expense.

10.4 If the same goods are repeatedly delivered with defects, we shall be entitled to withdraw from the contract after setting a reasonable deadline for performance in the event of another defective delivery, including for the unfulfilled scope of delivery.

10.5 The expenses required for the purpose of subsequent performance, in particular transport, labour, travel, and material costs, shall be borne by the supplier. A limitation of the costs to the order value is not accepted.

10.6 Parts to be replaced by the supplier shall be made available to the supplier by us upon request and at the supplier's expense. Return shipments of rejected goods carried out by us at the supplier's request shall be at the supplier's expense and risk. The risk shall pass to the supplier at the time of handover to the authorised forwarding agent, the carrier or the company otherwise designated to carry out the shipment.

10.7 The supplier shall be responsible for the fault of its subcontractors as if it were its own fault.



11. supplier recourse

11.1 Our statutory rights of recourse within a supply chain (supplier recourse pursuant to Sections 445a, 445b, 478 BGB) shall be available to us without restriction in addition to the claims for defects.

11.2 We are entitled to demand exactly the type of subsequent fulfilment (rectification or replacement delivery) from the seller that we owe our customer in the individual case. Our statutory right of choice (§ 439 para. 1 BGB) is not restricted by this.

11.3 Before we acknowledge or fulfil a claim for defects asserted by our customer (including reimbursement of expenses pursuant to Sections 445a (1), 439 (2) and (3) BGB), we shall notify the Seller and request a written statement, briefly explaining the facts of the case. If a substantiated statement is not made within a reasonable period and no amicable solution is reached, the claim for defects granted by us shall be deemed to be owed to our customer. In this case, the seller shall have the burden of proof to the contrary.

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

12. Liability, product liability and recall

12.1 The supplier shall be obliged to compensate us for any damage incurred by us directly or indirectly because of a defective or incomplete delivery, due to violation of official safety regulations or for any other reasons for which the supplier is responsible.

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

12.3 Within the scope of his obligation to indemnify, the Seller shall reimburse expenses pursuant to §§ 683, 670 BGB arising from or in connection with claims asserted by third parties, including recall actions carried out by us. We shall inform the Seller of the content and scope of recall measures - as far as possible and reasonable - and give him the opportunity to comment. Further legal claims remain unaffected.

12.4 Unless a separate agreement has been concluded, the supplier undertakes to maintain product liability insurance with a lump sum cover of at least EUR 3 million per personal injury/property damage - lump sum. The amount of the contractual and statutory liability shall remain unaffected by the scope of the insurance cover.

13. Statute of limitations

13.1 The reciprocal claims of the contracting parties shall become statute-barred in accordance with the statutory provisions, unless otherwise stipulated below.

13.2 Notwithstanding § 438 Para. 1 No. 3 BGB, the general limitation period for claims for defects is 3 years from the transfer 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 of title, whereby the statutory limitation period for claims in rem for restitution by third parties (Section 438 (1) No. 1 BGB) shall remain unaffected; claims arising from defects of title (Section 17.) shall in no case become statute-barred as long as the third party can still assert the right against us - in particular in the absence of a limitation period.

13.3 The limitation periods of the law on sales, including the above extension, shall apply - to the extent permitted by law - to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (Sections 195, 199 BGB) shall apply, unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.

13.4 The limitation period for indemnification claims is three years. It shall commence at the end of the year in which the claim arose, and we became aware of the circumstances giving rise to the claim and the identity of the debtor or should have become aware of them without gross negligence. Any longer statutory limitation periods shall take precedence.

14. Hazardous substances (REACH/CLP/RoHS)

14.1 Insofar as Regulations EC No. 1907/2006 of 18 December 2006 ("REACH Regulation") and EC No. 1272/2008 of 16 December 2008 ("CLP Regulation") are applicable, the Supplier warrants that all substances contained in the delivered goods are effectively pre-registered and authorised in accordance with the REACH Regulation and the CLP Regulation, including all amendments, modifications, guidelines and all national laws applicable in connection with the REACH or CLP Regulation with the relevant requirements of the REACH or CLP Regulation. The Supplier warrants that the delivered goods are effectively pre-registered, registered and authorised in accordance with the relevant requirements of the REACH and CLP Regulations.

14.2 The supplier warrants that it will provide us with an up-to-date, complete safety data sheet that complies with the requirements of the REACH or CLP Regulation with each delivery.

14.3 Suppliers who deliver goods from outside the European Union to the European Union undertake to carry out the necessary registrations for products listed in Title II of the REACH Regulation and to appoint an only representative in accordance with Article 8 of the REACH Regulation who will fulfil the obligations of an importer arising from Title II of the REACH Regulation.

14.4 In the event that the supplier violates any of the obligations of this clause 14, the supplier shall indemnify us and our customers against all costs, claims of third parties (direct or indirect claims for damages) and other disadvantages (e.g. fines) resulting from the violation of this clause 14.

15. Intellectual Property rights

15.1 The supplier assumes the obligation to satisfy itself to a reasonable extent that no rights or know-how of third parties are infringed in connection with its delivery/service and/or its intended use by us.

15.2 The supplier shall be obliged to compensate us for all damages incurred by us as a result of the fact that the rights or know-how of third parties within the supplier's home country, the Federal Republic of Germany, a state of the European Union or the United States of America are infringed in connection with his delivery/service and/or its intended use by us, unless the supplier is not responsible for the damage incurred by us as a result of such an infringement of rights.

15.3 If we are sued by third parties for infringement of rights or their know-how which is attributable to the supplier's services and/or their use by us, the supplier shall be obliged to indemnify us against these claims and all reasonable expenses incurred by us from or in connection with a defence against the claim, insofar as the supplier is obliged to pay damages in accordance with clause 15.2.

15.4 The contracting parties undertake to inform each other immediately of any risks of infringement and alleged cases of infringement that become known.

15.5 The limitation period for claims arising from this clause 15 shall be governed by clause 15.2 sentence 2.

15.6 The Supplier's warranty for defects of title pursuant to clauses 15.1 to 15.4 shall not apply to such services or parts of services that were produced according to our special specifications.



16. Confidentiality

16.1 The contracting parties undertake to treat all non-obvious commercial and technical details which become known to them through the business relationship as business secrets.

16.2 All drawings and calculations provided for the execution of orders shall remain our property and must always be returned to us after the order has been executed.

16.3 Subcontractors shall be obligated accordingly.

17. Export control and customs

17.1 The supplier is obliged to inform us in writing without being asked whether its goods are subject to authorisation under the applicable German, European (EU) and US (re-)export control regulations, as well as to provide us with all other information and data under foreign trade law that we require for the import and, if applicable, export of the goods.

The supplier is also obliged to inform us immediately in writing of any changes to the above information and data.

17.2 The supplier shall indemnify us in full against all claims asserted against us by authorities or other third parties due to non-compliance with or breach of the obligations set out in clause 17.1.

17.3 In addition, the supplier undertakes to reimburse us immediately and upon first request for all damages and expenses (e.g. additional duties (such as import and export duties), fines and other financial penalties) incurred by us due to culpable breach of its obligations under 17.1 and 17.2. Costs of legal action are included.

18. Compliance, social responsibility, and sustainability

18.1 The supplier undertakes not to offer or grant or demand or accept any advantages in business dealings or in dealings with public officials within the business relationship with us that violate applicable anti-corruption regulations.

18.2 The Supplier warrants that it will pay an appropriate wage and equal remuneration for work of equal value without distinction and that it will comply with the applicable laws governing the general minimum wage and will impose the same obligations on the subcontractors it commissions.

18.3 The supplier shall comply with the applicable statutory regulations and ordinances on environmental protection, health and safety at work, the treatment of employees and the protection of human rights), including the internationally applicable minimum standards under labour law, particularly all conventions of the International Labour Organisation about employee rights, working hours and occupational health and safety.

18.4 In the fulfilment of its contractual obligations, the supplier must also comply with all statutory and official regulations about environmental protection.

18.5 The Supplier shall ensure that all subcontractors and agents engaged by it comply with the obligations listed in the above clauses 18.1 to 18.6.

18.6 The supplier shall respond to enquiries regarding compliance, social responsibility, and sustainability in the supply chain within a reasonable period and in compliance with the specified formalities. In addition, in the event of a suspected breach of the obligations under clauses 18.1 to 18.6, the supplier shall immediately clarify and inform us of possible breaches and, in justified cases, disclose the supply chain concerned. If the suspicion proves to be well-founded, the supplier must inform us within a reasonable period of the internal measures it has taken to prevent future violations. If the supplier does not fulfil these obligations within a reasonable period, we reserve the right to withdraw from contracts with him or to terminate them with immediate effect.

18.8 The supplier must make it possible to monitor compliance with clauses 18.1 to 18.6 by us or by third parties obliged to maintain secrecy. For this purpose, the supplier must provide information immediately upon our request, provide all necessary

information (e.g. documents) immediately and enable us or third parties authorised by us to inspect and/or investigate the facts on site after reasonable advance notice.

18.9 In the event that the Supplier breaches one of the obligations of this Clause 18, Clause 14.4 shall apply accordingly.

19. General Provisions

19.1 The Supplier shall not assign or transfer any order or individual contract, in whole or in part, without our prior written consent.

19.2 The supplier may not use one or more subcontractors to fulfil an order or part of an order without our prior written consent.

19.2 The place of fulfilment is our registered office (Berlin) or, if the delivery is ordered by one of our branch offices, the registered office of that branch office. Other agreements may be made for the delivery in individual cases. The place of payment is our registered office (Berlin).

19.3 Should any provision of these Terms and Conditions of Purchase and the other agreements made be or become invalid, this shall not affect the validity of the remaining provisions. The contracting parties are obliged to replace the invalid provision with a provision that comes as close as possible to the economic purpose of the invalid provision.

19.4 The law of the Federal Republic of Germany shall apply exclusively to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).

19.5 In the event of all disputes arising from the contractual relationship, including actions in proceedings relating to documents, bills of exchange and cheques, if the supplier is a registered trader, a legal entity under public law or a special fund under public law, an action shall be brought before the court which has jurisdiction for our head office (Berlin) or for our branch office which placed the order. We are also entitled to bring an action at the supplier's head office.

19.6 These Terms and Conditions of Purchase are written in German and English. In the event of differences between the two versions, the German version shall take precedence over the English version. The English version serves only as a translation.

(Status: April 2024)