

General Terms and Conditions of Purchase

Eckelmann AG (Status: Aug 2024)

§ 1 General

(1) These General Terms and Conditions of Purchase (hereinafter referred to as 'GPC') shall apply to all contracts for the delivery of products, components, services or other performances with our business partners and suppliers (hereinafter referred to as 'Supplier').

(2) The GPC shall only apply if the Supplier is an entrepreneur (Section 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law.

(3) The GPC apply, in particular, to contracts for the sale and/or delivery of movable objects (hereinafter referred to as 'Goods' or 'Product') or the performance of services (hereinafter referred to as 'Services'), regardless of whether the Supplier manufactures the Goods itself or purchases them from other suppliers.

(4) Unless expressly agreed otherwise, the GPC shall also apply as a framework agreement for similar future contracts in the version valid at the time of our order, or in any event in the version last communicated to the Supplier in text form, without the need for us to refer to them again in each individual case.

(5) These GPC shall apply exclusively. The Supplier's terms and conditions shall only apply if we have expressly agreed to them in writing. Even if we refer to a letter containing or referring to the general terms and conditions of the Supplier or a third party, this does not mean that we agree to the validity of these terms and conditions.

(6) Individual agreements made with the Supplier in individual instances (including collateral agreements, supplements or amendments) shall always take precedence over these GPC. Subject to proof to the contrary, a written contract or our written confirmation is decisive for the content of such agreements. Verbal collateral agreements are invalid.

(7) Legally relevant declarations and notifications, which the Supplier is obliged to provide to us after conclusion of the contract (e.g. setting deadlines, reminders, declarations of rescission), require the written form to be effective. Legal formal requirements and further evidence, in particular in cases of doubt as to the legitimacy of the declarant, remain unaffected. An e-mail satisfies the written form requirement in accordance with these GPC.

(8) References to the applicability of statutory provisions serve the purpose of clarification only. Even without such clarification, the statutory provisions shall apply unless they are amended or expressly excluded between the Parties

§ 2 Conclusion of contract

(1) Our orders shall be placed in writing, by e-mail or via electronic ordering systems. Verbal orders or changes are only binding if they are confirmed by us in writing (purchasing department). Our orders shall be considered binding at the earliest upon submission in writing or confirmation.

(2) The Supplier is obliged to notify us of obvious errors (e.g. typographical or calculation errors) and incompleteness of the order, including the order documentation, for the purposes of correction/completion before acceptance; the contract shall otherwise not be regarded as concluded.

(3) The Supplier shall be obliged to confirm our order in writing within a period of five (5) working days or, in particular, to accept it by despatching the Goods without reservation (Acceptance). If we do not receive an acceptance within this period, we shall be entitled to cancel the order.

(4) After conclusion of the contract, we shall be entitled to request changes to the order within the scope of what is possible and reasonable. In such a case, the Parties shall negotiate by mutual

agreement the additional or reduced costs and any adjustment to the agreed deadlines, taking into account the agreements already made.

§ 3 Delivery time and delay in delivery

(1) The dates of delivery of Goods or performance of Services are set out in our order. The agreed delivery and performance dates are binding. The Supplier is obliged to inform us immediately in writing if he can foresee that he will probably not be able to meet the agreed delivery times - for whatever reason.

(2) If the Supplier fails to perform its contractual obligations or fails to do so within the agreed delivery period, our rights – particularly our rights to rescission and claiming damages – shall be governed by the statutory provisions. The provisions of paragraph 3 shall remain unaffected.

(3) If the Supplier is culpably in default, we shall be entitled, in addition to our other statutory rights and remedies, to demand a contractual penalty of 0.2% of the net price per completed calendar day, but not more than a total of 5% of the net price of the delayed Goods. This shall be without prejudice to our right to claim further damages. However, the penalty forfeited shall be set off against the further damages. We reserve the right to claim the contractual penalty up to the final payment. The Supplier reserves the right to prove that no damage has been caused or that the damage has been considerably less.

(4) The Supplier shall be responsible for fulfilling all requirements for the complete and timely delivery of the Goods. This applies in particular to obtaining any necessary official permits or approvals.

§ 4 Performance, delivery, transfer of risk, default of acceptance

(1) Without our prior written agreement, the Supplier is not entitled to have third parties (e.g. subcontractors) carry out the performance for which it is responsible. The Supplier shall bear the procurement risk for its services, unless otherwise agreed in individual cases (e.g. limitation to stock).

(2) The delivery is carriage paid in Germany to the location indicated in our order. If the place of destination is not indicated and nothing else has been agreed, then the delivery is to be made to our place of business in Wiesbaden. The respective place of destination is also the place of performance for the delivery and possible subsequent performance (obligation to fulfil).

(3) At our request, the Supplier is obliged to take back packaging free of charge, regardless of whether it is transport packaging or sales packaging. If the Supplier requests the return of transport packaging, this shall also be at the Supplier's expense.

(4) The delivery must be accompanied by a delivery note stating the date (issue and dispatch), contents of the delivery (article number and quantity) as well as our order identification (date and number). If the delivery note is missing or incomplete, then we are not responsible for any resulting delays in processing and payment. A corresponding dispatch notification is to be sent separately from the delivery note and to contain the same content.

(5) The risk of accidental loss and deterioration of the Products shall be transferred to us upon delivery at the place of performance. If an acceptance has been agreed, then this shall be decisive for the transfer of risk. The statutory provisions of the law governing contracts for work and services shall also apply mutatis mutandis to acceptance. The transfer of risk shall also be deemed to have taken place in the event of a delay in acceptance on our part.

(6) If we are in default of acceptance, the statutory provisions shall apply. The Supplier must, however, expressly offer his performance to us even if a specific or determinable calendar date has been agreed for an action or cooperation on our part (e.g. provision of material). If we are in default of acceptance, the Supplier may claim compensation for its additional expenses in accordance with the statutory provisions of § 304 BGB. If the contract involves a specific object (one-off production), then the Supplier shall only be entitled to further rights if we have undertaken to cooperate and are responsible for failure to cooperate.

§ 5 Prices and conditions of payment

- (1) The price indicated in our order is binding. The indicated prices are net prices and do not include statutory value-added tax.
- (2) Unless expressly agreed otherwise in individual cases, the price shall include all services and ancillary services of the Supplier (e.g. assembly) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance, customs duties, taxes).
- (3) The agreed price shall be payable within 30 calendar days of complete and faultless delivery and/or performance of Services (including any agreed acceptance) and receipt of a proper and verifiable invoice. If we make payment within 14 calendar days, the Supplier shall grant us a 3% discount on the net amount of the invoice. In the case of bank transfer, payment shall be deemed to have been made on time if our transfer instruction is received by our bank before the expiry of the payment period; we shall not be responsible for any delays caused by the banks involved in the payment process.
- (4) We shall not owe any interest payable after due date. The statutory provisions shall apply to late payments.
- (5) We shall be entitled to set-off and retention rights as well as the right to plead non-performance of the contract to the extent permitted by law. We are, in particular, entitled to withhold due payments as long as we are still entitled to make claims against the Supplier arising from incomplete or defective services.
- (6) The Supplier shall be entitled to set-off and retention rights only as a result of counterclaims that have been legally established or are undisputed.

§ 6 Confidentiality, retention of title and data protection

- (1) The Supplier undertakes to treat all documents and data received in the course of the business relationship, such as illustrations, drawings, plans, documentation, calculations and similar business documents, which are marked as confidential or must be regarded as confidential due to their nature (hereinafter referred to as "Confidential Information"), as strictly confidential and to use them exclusively for the performance of the respective contract. Disclosure to third parties or use in violation of intellectual property rights is not permitted.
- (2) The Supplier undertakes to take appropriate technical and organisational measures to ensure the security of Confidential Information.
- (3) This confidentiality obligation shall survive the termination of the business relationship. However, it shall expire if Confidential Information becomes generally known or was demonstrably already known to the Supplier at the time of disclosure by us.
- (4) We reserve all property rights and copyrights in illustrations, plans, drawings, calculations, design instructions, product descriptions and other documents.
- (5) The above provision applies accordingly to substances and materials (e.g. software, finished and semi-finished products) as well as tools, templates, specimens and other objects that we provide to the Supplier for the manufacturing process. Such objects – insofar as they are not processed – must be kept at the expense of the Supplier and be insured against destruction and loss to a reasonable extent.
- (6) The Supplier shall perform processing, mixing or combining (further processing) of provided objects on our behalf. The same shall apply if we further process the delivered Goods ourselves, in which case we shall be considered the manufacturer and shall acquire ownership of the Product no later than upon further processing in accordance with statutory regulations.
- (7) The Goods are to be transferred to us unconditionally, regardless of the payment of the price. However, if we accept an offer by the Supplier to transfer ownership conditional on the payment of the purchase price in an individual case, then the Supplier's retention of title shall expire at the latest upon payment of the purchase price for the delivered Goods. In the ordinary course of business, we shall

also remain authorised to resell the Goods before payment of the purchase price with prior assignment of the resulting claim (alternatively the application of the simple reservation of title extended to the resale). In particular, extended or prolonged retention of title is not permitted.

(8) Both Parties undertake to comply with all applicable data protection laws, in particular the EU General Data Protection Regulation (GDPR).

(9) Personal data exchanged between the Parties may only be processed for the purpose of fulfilling the contractual relationship. Processing is only allowed if it is necessary. The GDPR and other applicable data protection regulations must be applied. If additional legal requirements require further safeguards, we and the Supplier will also comply with these. If personal data is processed or used on behalf of the Supplier, a data protection agreement in accordance with the provisions of the GDPR will be concluded between us and the Supplier without delay.

§ 7 Warranty

(1) The statutory provisions shall apply to our rights in the event of defects in material and title of the Goods, unless otherwise specified below.

(2) In accordance with the statutory provisions, the Supplier shall in particular be liable for ensuring that the Goods have the agreed quality when the risk passes to us. In particular, those product descriptions and product specifications which - whether by designation or reference in our order - form part of the relevant contract or have been incorporated into the contract in the same way as these GPC shall be deemed to be an agreement as to quality. In addition, the Goods and Services must comply with the latest state of the art, relevant government regulations and statutory provisions.

(3) The statutory provisions (§§ 377, 381 HGB) shall apply to the commercial obligation to inspect and give notice of defects with the following proviso: Our obligation to inspect shall be limited to damage and defects which become apparent during our inspection of incoming Goods under external examination, including the delivery documents (e.g. transport damage, incorrect and short delivery) or which become apparent during our quality control in the course of random sampling. Such defects must be reported immediately. If acceptance has been agreed, there is no obligation to inspect. Otherwise, it depends on the extent to which an inspection is reasonable in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later shall remain unaffected. Our complaint (notice of defects) shall be deemed to have been made immediately and in good time if it is sent within five (5) working days of discovery of the defect or, in the case of obvious defects, of delivery. Payments shall not constitute a waiver of the right to remedy defects.

(4) The Supplier shall bear the costs of remedying the defect, including the costs of inspection, labour and materials and the costs of transport to the place of performance. The costs of remedying the defect shall also include the removal of the defective Goods and their reinstallation, provided that the Goods have been installed in another item or attached to another item in accordance with their nature and agreed use; our statutory right to reimbursement of corresponding expenses shall remain unaffected.

(5) If the Supplier fails to comply with its obligation to remedy the defect within a reasonable period set by us, either by remedying the defect (rectification) or by delivering Goods free from defects (replacement), we may remedy the defect ourselves and claim reimbursement of the necessary expenses from the Supplier. If the Supplier's subsequent performance has failed or is unreasonable for us (e.g. due to particular danger to life and limb or to prevent disproportionately high damage), no deadline need be set; we shall inform the Supplier of such circumstances immediately, if possible, in advance.

(6) We are also entitled, in accordance with statutory provisions, to a reduction of the purchase price or to rescind the contract in the event of a material defect or defect of title. In addition, we are entitled to claim compensation for damages and reimbursement of expenses in accordance with statutory provisions.

§ 8 Liability

(1) The Supplier's liability is subject to the statutory provisions. Exclusions or limitations of liability of any kind and content are not accepted. This applies in particular to the breach of non-material contractual obligations or to liability for vicarious agents.

(2) If the Supplier is responsible for product damage, the Supplier shall indemnify us against third party claims to the extent that the cause of the damage lies within the Supplier's sphere of control and organisation and the Supplier itself is liable to third parties. However, this shall only apply if the Supplier itself is at fault.

(3) Within the scope of its obligation to indemnify in accordance with paragraph (2), the Supplier shall reimburse expenses in accordance with Sections 683, 670 of the German Civil Code (BGB) or in accordance with Sections 830, 840, 426 of the German Civil Code (BGB) arising from or in connection with claims by third parties, including recall measures carried out by us. As far as possible and reasonable, we will inform the Supplier in advance of the content and scope of recall measures and give him the opportunity to respond to this. This shall be without prejudice to any further statutory claims.

(4) The Supplier is obliged to take out business and product liability insurance at its own expense for the duration of a contract, with cover that are usual in the market and appropriate to the risk. At our request, the Supplier shall provide evidence of such insurance.

§ 9 Statute of limitations

(1) The reciprocal claims of the contracting Parties expire in accordance with the statutory provisions, unless otherwise stated below.

(2) The limitation period for claims for defects is three years from the transfer of risk. This also applies to the limitation period for recourse claims within the supply chain in accordance with Section 445b para. 1 of the German Civil Code (BGB). The suspension of the statute of limitations pursuant to Section 445b (2) of the German Civil Code (BGB) shall remain unaffected and shall end no later than five years after the date on which the Supplier has handed over the Goods to us. However, these limitation and suspension provisions shall not apply if the last contract in this supply chain is a purchase of consumer goods. If acceptance has been agreed, the limitation period shall commence upon acceptance.

(3) The statutory limitation periods apply to claims for damages. This also applies to defects in buildings or goods which, in accordance with their normal use, have been used for a building and have caused its defectiveness.

§ 10 REACH, RoHS and other environmental legislation

(1) The Supplier warrants that the Goods supplied comply with Regulation No. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), as amended from time to time.

(2) The Supplier warrants that all Goods supplied and Services performed comply with all applicable environmental legislation, including but not limited to the RoHS Directive.

§ 11 Integrity clause and Compliance

(1) The Supplier undertakes to comply with all applicable laws and regulations, in particular those relating to anti-corruption, money laundering, competition law and export controls, as well as environmental and labour standards. The Supplier shall respect human rights and corporate responsibility worldwide, as set out in the UN Global Compact General Principles and as summarised at <https://unglobalcompact.org/what-is-gc/mission/principles> in the version applicable at the time the relevant order takes effect.

(2) The Supplier shall not grant, promise or accept any unauthorised benefits or advantages that could

influence our business relationship or our decision-making process.

(3) The Supplier undertakes to comply with environment-friendly practices and to observe all relevant environmental laws and regulations. The Supplier shall take all necessary measures to minimise the environmental footprint of its activities and to give preference to sustainable materials and processes.

(4) The Supplier warrants to comply with the Act on the Posting of Workers (AEntG) and the Act Regulating a General Minimum Wage (MiLoG). In particular, the Supplier shall pay its employees the minimum wages prescribed by these laws. Furthermore, the Supplier undertakes to ensure that subcontractors are also subject to the aforementioned obligations and to monitor compliance with them. The Supplier shall indemnify us against all claims made against us by third parties, in particular by employees of the Supplier or a subcontractor, arising from actual or alleged breaches of these laws by the Supplier or a subcontractor.

(5) The Supplier undertakes to pass on these compliance requirements to its subcontractors or sub-suppliers and to monitor their compliance. The Supplier shall ensure that all subcontractors or sub-suppliers comply with equivalent standards in relation to corruption, competition, export and import controls, environmental and labour conditions.

(6) The Supplier undertakes to observe the provisions of the Act on Corporate Due Diligence Obligations in Supply (LkSG) and to comply with all human right's due diligence obligations pursuant to Section 2 (2) LkSG and environmental due diligence obligations pursuant to Section 2 (3) LkSG. The Supplier shall provide us with the necessary information to a reasonable extent to the extent permitted by applicable law or contractual agreements. For its part, the Supplier shall endeavour to a reasonable extent to carefully select and monitor its direct suppliers with regard to human rights and environmental requirements.

(7) We are entitled to carry out audits or inspections to ensure compliance with these compliance requirements. The Supplier undertakes to ensure maximum transparency during such audits and to provide the necessary assistance.

(8) A breach of this clause 11 is a material breach of the contract and entitles us to terminate the contract without giving prior notice.

§ 12 Third Party Rights and Grant of Rights

(1) The Supplier shall be fully liable for ensuring that no rights of third parties are infringed in connection with the Goods supplied or Services performed, unless the Supplier is not responsible for such infringement.

(2) If claims are asserted against us by a third party due to an actual or alleged infringement of third-party intellectual property rights, such as copyrights, patents or other intellectual property rights, the Supplier shall be obliged to indemnify us without prejudice to our statutory claims. However, we shall not be entitled to enter into any agreements with the third party, in particular settlements, without the express consent of the Supplier.

(3) We shall be granted the right to use the software belonging to the Goods, including its documentation, with the agreed performance features and to the extent necessary or legally permissible for the contractual use of the software (Sections 69a et seq. of the German Copyright Act (UrhG)).

(4) Unless otherwise agreed between the Parties, we shall be granted a non-exclusive, transferable, free of charge and unlimited in time and place right of use to copyrights and industrial property rights in the delivered Goods and the delivered documentation, insofar as this is necessary for the proper operation, maintenance or fulfilment of the purpose of the contract.

§ 13 Export control and Customs

(1) The Goods or any part thereof may be subject to national or international export and import control laws and regulations ("Export Control Regulations"). The Supplier undertakes to comply with all

applicable Export Control Regulations relevant to the Goods, components, software and information it supplies to us.

(2) The Supplier undertakes to comply with all Export Control Regulations, in particular the foreign trade regulations applicable at our registered office or in the country of delivery. This includes in particular export control and customs regulations. Where applicable, the regulations of the United States of America shall also be complied with. The Supplier is responsible for obtaining all necessary permits and licences and for timely and complete compliance with export requirements. The Supplier shall ensure that all necessary documents and information are provided.

(3) The Supplier shall indemnify us against all third-party claims arising from any culpable breach of Export Control Regulations.

§ 14 Force Majeure

(1) If an event of Force Majeure occurs which may prevent any of the Parties from fulfilling their contractual obligations, the Party which is likely to be prevented from fulfilling its obligations shall immediately notify the other Party in writing of the event. In doing so, the affected Party must specify the event that has occurred and indicate which contractual obligations it cannot fulfil or can only fulfil with delay as a result. The affected Party is not responsible for the resulting delay or impossibility.

(2) Any unforeseeable event or event which, even if foreseeable, is beyond the control of the Parties shall be deemed to be Force Majeure within the meaning of these GPC. In particular, the following events shall be considered as force majeure: Natural disasters, warlike events, sabotage, terrorism, strikes, lockouts, extreme weather conditions, transport accidents, pandemics and epidemics, quarantine orders.

(3) If performance of the contract is delayed by three (3) months or more due to Force Majeure, either Party shall be entitled to terminate the affected part of the contract relating to the non-delivery or non-performance without liability to the other Party.

§ 15 Choice of law and place of jurisdiction

(1) These GPC and the contractual relationship between us and the Supplier shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) The place of jurisdiction for all disputes arising from the contractual relationship shall be the court at our registered office. However, we are also entitled to file suit at the Supplier's headquarters.

§ 16 Miscellaneous

(1) The Supplier shall, for a period of at least ten (10) years from receipt of delivery, keep in stock spare parts for the Goods delivered to us.

(2) The Supplier shall ensure that it has a complete and certified quality assurance system (e.g. DIN EN ISO 9001 ff). We reserve the right to carry out intermediate and final inspections as well as functional tests prior to packaging and loading, both for the materials and for the contractually required documents. These tests do not release the Supplier from his contractual obligations.

(3) The place of performance for Goods and Services shall be our registered office in Wiesbaden unless expressly stated otherwise in our order.

(4) Should any provision of these GPC be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a provision which comes as close as possible to the economic purpose of the invalid provision. If an interpretation of the contract is not sufficient to fill a gap, the Buyer and the Supplier undertake to reach a supplementary agreement, taking into account the above principles.