

## **§1 General information/scope of application**

- 1.1. The following conditions shall be exclusively applicable to the deliveries and services to us. We do not recognise any conditions of the supplier that are contrary to or deviate from our purchasing conditions. Our silence in response to the transmission of conflicting conditions of the supplier does not imply any acknowledgement of these conditions by us. Similarly, our silence with regard to conflicting order confirmations does not imply consent.
- 1.2. Our purchasing conditions shall apply for the duration of the business relationship, i.e. also for future orders, even if these are no longer referred to explicitly.
- 1.3. Other agreements, amendments and ancillary agreements shall be valid only if we agree to them in writing.

## **§2 Orders, order confirmations and conclusion of contract**

- 2.1. Offers from the supplier shall be free of charge for us. Cost estimates shall not be remunerated.
- 2.2. Our orders and changes or additions to the orders must be in written or in text form.
- 2.3. All tools, models, samples and drawings that we provide to the supplier shall remain our property and may not be revealed to third parties or made available for use to them without our prior written consent.
- 2.4. The supplier is obligated to treat all non-public commercial or other information, which becomes known to it through this business relationship with us, as confidential. The supplier must impose a corresponding obligation on its suppliers/sub-contractors. This obligation shall continue even after the end of the business relationship.
- 2.5. The supplier must confirm our order in writing, quoting our purchaser, our order number, our prices, our other conditions and the binding delivery date. The order confirmation must correspond to the name and the sequence of items in our order. When the supplier provides its service, this must also be regarded as an order confirmation.
- 2.6. We are entitled to revoke our order free of charge if the supplier does not confirm it without any changes within five working days of receipt.
- 2.7. Verbal agreements always require our written confirmation.

## **§3 Deadlines and consequences of failure to meet deadlines**

- 3.1. Agreed deadlines for deliveries and services are binding.
- 3.2. The supplier is obliged to inform us immediately in writing if circumstances occur or it becomes aware of them, which indicate that the delivery deadline stated in our order cannot be met. This notification must include the reasons and the next possible delivery date.

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- 3.3. If the supplier also fails to deliver or perform within a grace period set by us, we shall be entitled, irrespective of the supplier's responsibility, to refuse acceptance, to withdraw from the contract and/or to claim damages for non-performance even without warning. Any additional costs incurred by us as a result of the supplier's default, in particular due to the need to make an alternative cover, shall be borne by the supplier.
- 3.4. In case of a delivery more than five working days before the due date, we shall be entitled to return the goods to the supplier. If we refrain from doing so, the goods shall be stored at our premises at the supplier's expense and risk until the delivery date.

#### **§4 Delivery specifications and packaging**

- 4.1. The supplier is obliged to enclose a delivery note with each consignment, which shows our order number, our order date and our purchaser as well as our part number. The delivery note must correspond to the name and the sequence of items in our order.
- 4.2. Partial or remaining deliveries must be marked as such. If the information is not provided or is incomplete, we shall not be responsible for delays in processing.
- 4.3. Deliveries must comply with the relevant laws, regulations and conditions, in particular the law on hazardous goods.

#### **§5 Transfer of risk, acceptance, property rights**

- 5.1. The risk shall not pass to us until our authorised department has acknowledged receipt of the goods at the place of performance.
- 5.2. If the delivered goods are first taken into our blocked warehouse, the risk shall not pass to us until the third day after delivery, unless we have refused acceptance beforehand.
- 5.3. Ownership of the delivered goods shall pass to us after payment. Any extended or expanded retention of title is ruled out.

#### **§6 Prices, payment conditions and invoices**

- 6.1. Unless otherwise agreed in writing, the prices stated in our order are DDP (delivered duty paid) according to Incoterms 2020 including packaging.
- 6.2. The invoice may not be enclosed with the delivery, but must be sent to us on the day of dispatch of the goods, stating the order number, the order date and our purchaser. The invoice must correspond to the name and the sequence of items in our order.
- 6.3. Unless otherwise agreed in writing, we shall pay within 14 days minus 3% cash discount from the gross amount or within 30 days net.

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6.4. The payment periods shall commence upon receipt of the goods and the invoice by us.

6.5. Payments do not constitute recognition of the delivery or service as being in accordance with the contract. In the event of defective or incomplete delivery of the service, we are entitled, without prejudice to our other rights, to withhold payments on claims arising from the business relationship to a reasonable extent until proper performance.

6.6. The assignment of your claims against us to third parties is ruled out.

## **§7 Import and export regulations, customs**

7.1. In the case of deliveries and services that are provided from a country outside Germany, but that is a member of the EU, your EU VAT identification number must be stated.

7.2. Imported goods must be delivered duty paid. The supplier is obliged to provide any declarations and information required within the scope of Regulation (EC) No. 1207/2001, to permit inspections by the customs authorities and to provide any necessary official confirmations and to bear the expenses for the same.

7.3. The supplier is obliged to inform us in detail and in writing about any possible approval requirements for (re-)exports in accordance with German, European and US American export and customs regulations as well as export and customs regulations of the country of origin of the goods and services.

7.4. If the products to be delivered to us contain products that are not manufactured in the EU, the supplier must mark these as "non-originating product" in the delivery notes and invoices.

## **§8 Notice of defects, liability for defects**

8.1. The supplier must take suitable measures within the framework of its quality management system to ensure that only defect-free products are delivered. The supplier must always design the packaging of the products such that transport, storage and ageing damages are ruled out if products are handled properly.

8.2. Our Incoming Goods Department does not explicitly check the products for defects. In the Incoming Goods Department, we check the delivered products for quantity and conformity of packaging labels and delivery notes with the order, and for externally visible damage.

8.3. We shall notify the supplier immediately of any defects in the delivered products as soon as they are discovered in the normal course of business. In this regard, the supplier shall waive the objection of delayed notification of defects.

8.4. If we return defective goods to you, we are entitled to charge you the invoice amount plus a lump-sum amount for expenses worth 5% of the price of the defective goods. We reserve the right to prove higher expenses. You reserve the right to provide evidence of lower or no expenses.

8.5. Payments without reservation do not constitute a waiver of the right to complain.

## **§9 Liability for defects**

- 9.1. The supplier shall be entirely liable for material defects and defects of title of the goods in accordance with the statutory provisions. We shall be always entitled to demand, at our discretion, either the rectification of defects or the delivery of a new item from the supplier. We explicitly reserve the right to claim damages, in particular damages in lieu of performance.
- 9.2. The limitation period shall be five (5) years from delivery by the supplier at the place of performance.
- 9.3. If the supplier does not rectify the defect within a reasonable period of grace granted to it, we may, at our discretion, withdraw from the contract or reduce the remuneration and claim additional damages.
- 9.4. In urgent cases (in particular if operational safety is endangered or to prevent extraordinarily high damage), we shall be entitled to rectify minor defects and, in the event of a delay in rectifying a defect from your side following your prior information and expiry of a period of grace which is reasonable for the situation, to rectify the defect and any damage caused thereby ourselves at your expense or to get it rectified by a third party at your expense. This also applies if the supplier delivers or performs late and we have to rectify the defects immediately in order to avoid our own delay in delivery.
- 9.5. If the supplier has to deliver or perform in accordance with our plans, drawings or other special requirements, the conformity of the delivery or service with the requirements shall be deemed to be explicitly assured. If the delivery or service deviates from the requirements, we shall be immediately entitled to the rights mentioned in clause 9.3.
- 9.6. Other claims, to which we are entitled due to defects in the goods, shall remain unaffected by the assertion of claims for liability for defects.

## **§10 Product liability**

- 10.1. Product liability is based on the statutory provisions.
- 10.2. The supplier shall indemnify us against all claims which third parties - irrespective of the legal grounds - may assert against us on account of a material defect or defect of title or any other defect in a product delivered by you and shall reimburse us for the necessary costs of our legal proceedings in this respect.

## **§11 Provision of material**

- 11.1. Material provided by us shall remain our property and shall be stored by you free of charge and separately from your other items with the due diligence of a prudent businessman and marked as our property. It may only be used for the execution of our order. Any damage to the provided material must be replaced by you.
- 11.2. If the supplier processes or transforms the provided material, this activity must be carried out for us. We shall become the direct owner of the new items created in this process. If the provided material

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constitutes only a part of the new items, we shall be entitled to co-ownership of the new items in the proportion corresponding to the value of the provided material contained therein.

## **§12 Confidentiality**

- 12.1. The supplier is obligated to treat all non-public commercial and technical details, which become known to it through this business relationship with us, as confidential and not to forward them to third parties.
- 12.2. Manufacturing for third parties, the display of products manufactured especially for us, in particular according to our plans, drawings or other special requirements, publications concerning the orders and services as well as the reference to this order towards third parties require our prior written consent.

## **§13 Withdrawal from the contract**

- 13.1. We explicitly reserve the right to withdraw from the contract if the supplier:
  - a. breaches its obligations, of any kind, under the contract despite a reminder,
  - b. an application for the opening of insolvency proceedings is filed against its assets or such proceedings are rejected for the lack of assets,
  - c. gives up or terminates its business for other reasons; or
  - d. is subject to a significant change in the ownership or management of the company, unless there is no reason to fear that our interests will be impaired.
- 13.2. The legal consequences of our rescission are governed by the statutory provisions. We expressly reserve the right to assert any claims for damages.

## **§14 Publications**

The supplier may not refer to the business relationship with us for publications and advertising purposes without our prior written consent.

## **§15 Place of fulfilment and court of jurisdiction**

- 15.1. The place of receipt specified by us shall be the place of performance for deliveries and services. Helsa shall be the place of performance for payments.
- 15.2. Kassel shall be the place of jurisdiction for both contracting parties.
- 15.3. The law of the Federal Republic of Germany shall apply.

## **§ 16 Severability clause**

- 16.1. The possible invalidity of one of the aforementioned provisions shall not affect the validity of other provisions.
- 16.2. The provision that comes closest to the economic intention by taking into account the interests of both contracting parties shall be included in place of an invalid or incomplete provision.

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16.3. The above conditions shall not be cancelled either by any commercial practice or by tacit acquiescence.