

I. Area of application

1. All deliveries, services and quotations from our contracting partners are made and provided exclusively on the basis of these general terms and conditions of purchase (hereinafter GTCP). These GTCP form an integral part of all contracts, agreements and other legal relationships, including pre-contractual obligations, between us and our contracting partners and suppliers. They also apply to all future deliveries, services or quotations made to us, even if they are not separately agreed again.
2. General terms and conditions of our contracting partners, suppliers or third parties do not apply, even if we are aware of them and do not specifically object to their applicability in individual cases. Even if we refer to a letter containing or referring to the contracting partner's, supplier's or a third party's general terms and conditions, this does not mean that we agree that their general terms and conditions apply.
3. In addition, the Incoterms as amended apply to all deliveries, services, and quotations from our contracting partners, as well as to contracts, agreements and all other legal relationships with them, insofar as they do not conflict with a prior individual agreement between the parties or these GTCP.

II. Conclusion of contract and contract amendments

1. We are bound by our order or delivery call-off for 7 working days from receipt of the order or delivery call-off by the contracting partner or supplier. The contract is concluded either when the contracting partner or supplier confirms our order or delivery call-off within the binding period, or if the contracting partner or supplier does not object to the order or delivery request or submit a counteroffer within 7 working days of receipt of the order or delivery call-off. As part of the order or delivery call-off, we will expressly advise the contracting partner or supplier of the consequences of failing to object within this period. For any objection or counteroffer to be deemed timely, the date of receipt by us shall govern. Unless we reject a counteroffer within 7 working days of its receipt, a contract between the parties is formed with the terms of the counteroffer, provided these terms do not deviate significantly from our order or delivery call-off. Significant deviations are defined, unless otherwise specified in the order or delivery call-off, as changes to the delivery date or delivery period exceeding 48 hours, changes to the delivery quantity exceeding 5%, or changes to the price. For the rejection of a counteroffer to be deemed timely, the date of despatch by us shall suffice.
2. Subsequent amendments or additions to a concluded contract require an agreement in written or text form between the parties in order to be effective.
3. The contracting partner or supplier may not transfer or assign the order or the resulting obligations, in whole or in part, to third parties without our prior express consent.
4. If and to the extent that our orders and/or the documents we submit with the orders contain obvious errors, including clerical and calculation errors, the order will be deemed to reflect our actual intent, taking into account all relevant rules of interpretation, unless we are entitled to contest or terminate our order based on contractual or statutory provisions.
5. If, during the execution of the contract, it becomes apparent that deviations from the originally agreed service are necessary or expedient, in particular with regard to specifications, the contracting partner or supplier must inform us immediately. In this case, we will have the right to terminate the contract by written notice if, due to changes and deviations arising after the conclusion of the contract, the ordered service is no longer usable for the contractually stipulated purpose. In this case the contracting partner or supplier will be remunerated for any partial services rendered in accordance with the contract. If and to the extent that deviations and changes resulting from circumstances arising after the conclusion of the contract are still usable for us, we may determine by written notice whether and, if so, which changes the contracting partner or supplier must make to the original order. If this results in changes to the costs incurred by the contracting partner or supplier in the execution of the contract, both we and the contracting partner or supplier are entitled to demand a corresponding adjustment of the agreed remuneration. If such changes result in delivery delays that could have been avoided with reasonable effort in the normal production and business operations of the contracting partner or supplier, any originally agreed delivery date will be put back accordingly. The contracting partner or supplier must inform us immediately, but no later than 3 days after receipt of our notice regarding whether and, if so, which changes are to be made, of any additional costs or delivery delays that they expect based on a careful assessment. If we are not informed, the originally agreed remuneration will remain in effect.
6. We may request changes to the services regarding product specifications, delivery time and place, and packaging, even after the contract has been concluded, provided this is reasonable for the contracting partner or supplier and

can be implemented within the contracting partner's or supplier's normal production process without significant additional effort. In such cases, we must provide written notification at least 7 calendar days before the agreed delivery date. Both contracting partners must appropriately consider any potential impact of this contract amendment on costs and delivery dates.

7. We have the right to terminate the contract at any time in writing stating the reasons if we are no longer able to use the products/services in our business operations due to circumstances that occur after the contract has been concluded. In this case we will remunerate the contracting partner or supplier for the partial services it has performed up until the time of the notice of termination.

III. Content and scope of the performance obligations

1. The content and scope of the performance obligations are defined by the specifications and service description provided at the time of contract conclusion or, in the absence thereof, by the information in the quotations of the contracting partners or suppliers.
2. Unless otherwise is agreed, all deliveries and services must comply with the relevant EU and industry standards.
3. We will only accept the ordered and agreed quantities. Excess, short or partial deliveries are only permitted with our prior written consent. If partial deliveries are agreed, the contracting partner or supplier must inform us of the remaining quantity with each partial delivery.
4. The contracting partner or supplier warrants that the personnel they employ to execute the order are professionally qualified and possess the necessary official permits, in particular the required work permit, and that they can provide suitable proof thereof at any time. The contracting partner also warrants that the personnel they employ receive the minimum wage in accordance with the statutory provisions of the Minimum Wage Act (Mindestlohngesetz) and that the relevant statutory regulations are complied with. Upon request by us, the contracting partner must provide the relevant information and documentation (in particular, anonymised payroll statements, etc.). Furthermore, the contracting partner or supplier must also comply with all other applicable statutory provisions in connection with the contractual relationship, in particular the anti-corruption and money laundering laws, as well as antitrust, labour, and environmental protection regulations, and the Supply Chain Due Diligence Act (Lieferkettensorgfaltspflichtengesetz, LkSG).

IV. Delivery time

1. Agreed dates and deadlines are binding. For any delivery date or delivery period to be deemed met, the date of receipt of the goods or services by us, or by our designated recipient, shall govern. If delivery "free to factory" (DPU or DDP according to Incoterms 2020) has not been agreed and we have agreed to handle the transport of the goods, the contracting partner or supplier must make the goods available in good time, taking into account the time for loading and despatch to be coordinated with the freight forwarder. In all other cases, the contracting partner or supplier is liable for delivery delays caused by the freight forwarder in accordance with paragraph 4.
2. If the contracting partner or supplier foresees difficulties that could prevent them from delivering or performing the services on time or from delivering or performing the services of the agreed quality within the delivery period, they must notify us immediately, stating the reasons and the expected duration of the delays.
3. Force majeure (including epidemics and pandemics), industrial action with the exception of unlawful lockouts, operational disruptions beyond our control, riots, official actions, and other unavoidable events or comparable exceptional circumstances within our sphere of influence entitle us, without prejudice to our other rights, to withdraw from the contract in whole or in part, provided that such events are not of insignificant duration or result only in an insignificant reduction of our requirements. In such cases, we will not be liable for any damages. This exclusion of liability does not apply to damages resulting from injury to life, limb, or health caused by a negligent or deliberate breach of duty by us, our legal representatives or vicarious agents. Furthermore, this exclusion of liability does not apply to other damages caused by a deliberate or grossly negligent breach of duty by us, our legal representatives or vicarious agents.
4. In the event of a delay in delivery by the contracting partner or supplier, we are entitled to all resulting statutory claims.
5. Regardless of this, we are entitled to demand from the contracting partner, from the date of the delay in delivery, a contract penalty of 0.5 % for each commenced week of delay, but not exceeding 5% of the agreed gross order price

for the delivery. We expressly reserve the right to claim further damages. The contracting partner reserves the right to prove that we have incurred no damage or less damage than the contract penalty agreed above.

V. Transfer of risk and documentation

1. Regardless of whether delivery is agreed to be "free to factory" (DPU or DDP according to Incoterms 2020), the risk is transferred to us upon delivery of the goods to us or to the recipient designated by us.
2. A delivery note must be included with every shipment. Invoices must be sent to us at the same time as the goods are despatched, stating the order number. To avoid processing delays by us, invoices should not be included with the goods shipments but sent separately; otherwise, section VII.3 below applies accordingly.

VI. Price and payment

1. The price stated in the order is binding.
2. The statutory Value Added Tax Act is not included in the price unless shown separately.
3. If invoices from the contracting partner or supplier do not identify our ordering department, the order date, and/or the order number communicated to the supplier, we will only be considered in default 40 days after the due date and receipt of the goods or services, excluding the provisions of section 286 (3) sentence 1 of the German Civil Code (BGB).
4. In the event of non-conforming, in particular defective, deliveries, we are entitled to withhold payment until proper fulfilment without forfeiting any discounts, early-payment discounts or similar payment discounts. We are also entitled to a corresponding right of retention if the contracting partner or supplier does not issue invoices or does not issue invoices that comply with the statutory provisions of the Value Added Tax Act (Umsatzsteuergesetz).
5. Unless otherwise is agreed, payment of the invoice is subject to the provisions of paragraphs 3 and 4 above and is due either within 14 calendar days of receipt of the invoice, less 3% of the net price, or within 30 calendar days of receipt of the invoice and completion of the contractually agreed service or delivery of the ordered goods. Payment is subject to invoice verification.
6. We are entitled to full offsetting and retention rights to the extent permitted by law.

VII. Warranty rights, termination

1. The contracting partner or supplier warrants that the object of the contract complies with the latest state of the art, environmental regulations, all relevant legal provisions and regulations, as well as guidelines issued by authorities, professional associations and trade associations. In particular, unless otherwise is agreed in the contract, it is also warranted that the services and deliveries comply with the relevant EU and industry standards. Should the object of the contract not meet these requirements, the contracting partner or supplier must inform us of this in each individual case before the conclusion of the contract, but no later than before the commencement of delivery, stating the reasons. If notification is not given or not given in a timely manner, we will have the right, in cases where an order has already been placed or a contract concluded, to reject the delivery even after receipt, within a period of 10 working days from the supplier's notification, and to withdraw from the contract without compensation. The assertion of further statutory warranty claims and rights remains unaffected.
2. If the contracting partner or supplier has any concerns regarding the suitability of the ordered goods or services for our intended purpose or the manner of performance, they must notify us of this immediately in writing.
3. In the event of defects, we are entitled to all statutory claims without restriction. Acceptance of the goods is subject to inspection, in particular for defects and completeness. The inspection is based on the delivery note and is limited to identifying obvious defects. We will inspect all deliveries to the extent and as soon as this is practicable in the ordinary course of business and notify the supplier of any defects or incompleteness discovered immediately, but no later than two weeks after discovery. For the notification deadline to be deemed met, timely despatch of such notification shall suffice. The above provisions apply accordingly to defects that only become apparent subsequently. In this respect the contracting partner waives the right to object due to late notification of defects. If the contracting partner has fraudulently concealed the defect, it cannot claim that we failed to meet our aforementioned duties to inspect and notify. Section 377 (5) of the German Commercial Code (HGB) applies accordingly.

4. Acceptance or approval of submitted samples or specimens does not constitute acceptance of the delivered goods or services, nor does it constitute a waiver of warranty claims by the company.
5. If the contracting partner or supplier fails to provide subsequent performance immediately upon our request – or, if a deadline has been set, by the deadline – we reserve the right, in urgent cases, in particular to avert imminent danger or prevent greater damage, to have the subsequent performance carried out by ourselves or by third parties at the contracting partner's or supplier's usual rates, at the latter's expense, provided that the imminent danger or the threat of greater damage was pointed out in the request for subsequent performance. Our other contractual and statutory claims, in particular those arising from section 437 nos. 2 and 3 BGB and section 634 nos. 3 and 4 BGB remain unaffected.
6. Our warranty claims expire after 3 years, unless longer limitation periods are stipulated by law, in particular section 438 BGB for purchase contracts and section 634a BGB for contracts for work and services. If the goods or services are procured for resale or further processing in machines or products that we manufacture, the limitation period begins at the time the warranty period for the machines or products processed by the company begins, but no later than 6 months after acceptance of the service or delivery of the goods to us by the contracting partner or supplier.
7. The contracting partner or supplier will indemnify us against all claims by third parties in the event of defects in the goods.
8. Upon receipt of the written notice of defects by the contracting partner or supplier, the limitation period for warranty claims is suspended until the contracting partner rejects our claims, declares the defect remedied, or otherwise refuses to continue negotiations regarding our claims. In the case of replacement delivery or rectification of defects, the warranty period for replaced and repaired parts begins anew, unless, based on the conduct of the contracting partner or supplier, we had to assume that they did not consider themselves obligated to take such action, but rather carried out the replacement delivery or rectification of defects solely as a gesture of goodwill or for similar reasons.
9. For parts of the delivery that are repaired or reconditioned within the limitation period, the limitation period begins anew from the point in time at which the contracting partner or supplier has fully satisfied the company's claims for subsequent performance.
10. If a claim is made against us by a third party due to defects in the goods procured from the contracting partner or supplier, we will be entitled to recourse against the contracting partner or supplier. In this respect, the provisions in the preceding paragraphs of this section VIII apply accordingly. The contracting partner or supplier is obligated to reimburse the company for expenses incurred due to the defects, including, in particular, transport, travel, labour and material costs.
11. We may withdraw from the contract with the contracting partner or supplier or terminate it without notice if the conditions for doing so are met, either according to the individual agreement between the parties, these GTCP or the statutory provisions. Furthermore, withdrawal from the contract or its termination without notice is possible if there are reasonable doubts that the contracting partner will properly fulfil the contract, in particular if there are already concrete indications that the contracting partner will almost certainly be unable to comply with the contractually agreed specifications, the relevant DIN standards, and/or the object of the contract does not conform to the latest state of the art, the relevant legal provisions, and regulations and guidelines of authorities, professional associations and trade associations. The same applies if there are already reasonable and concrete indications that the contracting partner or supplier has suspended payments, insolvency proceedings have been applied for, opened or dismissed for lack of assets, or if comparable circumstances exist regarding the creditworthiness of the contracting partner.

VIII. Product liability

1. The contracting partner or supplier is responsible for all claims asserted by third parties for personal injury or property damage resulting from a defective product supplied by them. It must indemnify us against any resulting liability upon first demand. If we are required to initiate a product recall due to a defect in a product supplied by the contracting partner or supplier, the contracting partner or supplier will bear all costs and expenses associated with the required recall action, as well as all other legal costs and fees incurred in pursuing or defending against such claims. The assertion of further claims by us against the contracting partner or supplier, including claims arising under other legal provisions outside the Product Liability Act (Produkthaftungsgesetz), remains unaffected.
2. The contracting partner or supplier must, at the start of the contract and upon our request at any time, provide proof of product liability and recall insurance with a coverage amount of at least € 3,000,000.00 per claim and maintain this insurance coverage for a period of 10 years after we have placed the processed goods on the market, once all mutual contractual obligations have been fully met.

3. Unless otherwise is agreed, the contracting partner or supplier must mark the services it provides or the goods it delivers in such a way that they are permanently identifiable as its products.

IX. Property rights

1. The contracting partner or supplier warrants that the products it supplies do not infringe any third-party intellectual property rights, in particular in countries of the European Union or other countries where it manufactures or has the products manufactured. This applies in particular to utility models (Gebrauchsmuster), patents and licences.
2. The contracting partner/supplier must indemnify us upon first demand against all claims asserted against us by third parties due to the infringements of intellectual property rights mentioned in paragraph 1 and to reimburse us for all necessary and required expenses and costs in connection with such claims. We are entitled to this claim regardless of whether the contracting partner/supplier is at fault.
3. Further statutory claims on our part due to defects of title in the products supplied to us remain unaffected.
4. In the event of conflicting third-party intellectual property rights, the contracting partner will, at its own expense, obtain the consent or authorisation from the rights holder for further distribution, processing and use, which will also be binding on us.
5. The limitation period for the aforementioned claims is 3 years, commencing upon the transfer of risk.

X. Retention of title and contract penalty

1. We retain ownership and/or copyright to all orders and contracts placed by us, as well as to all drawings, illustrations, calculations, descriptions and other documents provided to the contracting partner or supplier. The contracting partner or supplier may not, without our express consent, make these accessible to third parties, nor use or reproduce them, either directly or through third parties. The contracting partner or supplier must return these documents to us in full upon our request if they are no longer required by them in the ordinary course of business or if negotiations do not result in a contract. Any copies made by the contracting partner or supplier must be destroyed in this case. The only exceptions are retention in accordance with statutory retention obligations and the storage of data for backup purposes within the scope of standard data backup procedures.
2. Tools, devices and models that we provide to the contracting partner or supplier, or that are manufactured for contractual purposes, may be charged separately to the contracting partner, but remain our property or become our property. They must be clearly marked as our property by the contracting partner or supplier, carefully stored, protected against damage of any kind and used only for the purposes of this contract. Unless otherwise is agreed, the contracting partners will each bear half of the costs of their maintenance and repair. However, insofar as these costs are attributable to defects in such items manufactured by the contracting partner or supplier, or to improper use by the contracting partner or supplier, its employees, or other agents, they will be borne solely by the contracting partner or supplier. The contracting partner or supplier will notify us immediately of any damage to these items that is not merely insignificant. Upon request, the contracting partner or supplier must return the items to us in good condition if they are no longer required by the contracting partner or supplier to fulfil the contracts concluded with us.
3. Retention of title by the contracting partner or supplier applies only insofar as it relates to our payment obligations for the respective products to which the contracting partner or supplier retains title. In particular, extended or prolonged retention of title is inadmissible.
4. We retain title to all parts provided to the contracting partner or supplier. Their processing or transformation by the contracting partner or supplier is carried out on our behalf. If the goods subject to retention of title are processed with other items not belonging to us, we will acquire co-ownership of the new item. Our co-ownership share will be calculated by the ratio of the value of the goods subject to retention of title to the value of the other processed items at the time of processing.
5. If a part provided by us is culpably damaged or destroyed while under the responsibility of the contracting partner or supplier, the contracting partner's liability extends to the repair or replacement of the provided part.
6. We retain ownership of the tools we have paid for or provided. The contracting partner or supplier must use the tools exclusively for the manufacture of the goods we have ordered. For each instance of breach, the contracting partner or supplier must pay a contract penalty in a reasonable amount. The amount of the contract penalty will be determined by us at our reasonable discretion. Further claims for damages by us against the contracting partner or supplier

remain unaffected. The contracting partner or supplier reserves the right to prove that we have incurred no damage or less damage than the contract penalty.

XI. Confidentiality

1. The contracting partner or supplier undertakes to maintain strict confidentiality regarding all confidential business and operational information, in particular trade and business secrets, even after the termination of the contractual and business relationship. In case of doubt, all information that is not generally known or readily accessible will be considered confidential, however in deviation from the Act on the Protection of Trade Secrets (Gesetz zum Schutz von Geschäftsgeheimnissen), regardless of whether it has economic value and is subject to reasonable confidentiality measures by the company under the circumstances, and regardless of whether the company has a legitimate interest in maintaining its confidentiality. Protected information includes, in particular, the contents of orders, contracts and agreements, in particular technical data, quantities, prices and information about products and product developments, current and future research and development projects, as well as all company data of the other contracting partner.
2. Furthermore, the contracting partner or supplier must keep all received images, drawings, invoices and other documents strictly confidential and disclose them to third parties only with the prior written consent of the company, if the information contained therein is not generally known. The contracting partner or supplier must place any subcontractors and suppliers under the same obligations as those in the above provisions.
3. Upon our request at any time, but no later than upon termination of the contract, all information and documents originating from us, including any copies or records made and items loaned, must be returned to us immediately and in full, unless and to the extent that the contracting partner or supplier still requires them to fulfil its contractual obligations. We reserve all rights to such confidential information and documents, including copyrights, industrial property rights, patents, utility models (Gebrauchsmuster), etc.
4. Products manufactured according to designs, documents, models or the like originating from the company, or according to information marked as confidential, may only be used by the contracting partner or supplier for the contractually stipulated purposes. In particular, they may neither be offered nor delivered to third parties, nor disclosed to them in any other way.

XII. Final provision

1. This business relationship and the entire legal relationship between us and the contracting partner or supplier are governed by German law, excluding its conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. Unless otherwise is agreed, the place of performance and jurisdiction for all disputes arising from the contractual and legal relationship is the location of our company, provided the contracting partner or supplier is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law.
3. If the contract or these GTCP contain any gaps or invalid clauses, this will not affect the validity of the remaining provisions of the contract or the GTCP. In such cases, any such gaps or invalid provisions will be deemed replaced by legally valid provisions that the parties would have agreed, in line with the economic objectives of the contract and the purpose of these GTCP, had they been aware of the gap or invalidity.

XIII. Data protection

The contracting partner or supplier acknowledges that when collecting and using personal data within the framework of legal and contractual relationships with the COMPANY, as well as in other cases where the GDPR and the Federal Data Protection Act (BDSG) apply, the provisions of the GDPR and the BDSG must be observed and complied with. In this respect, our General Information and Data Protection Declarations pursuant to the GDPR and the BDSG apply in addition to the above GTCP.

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