

## General Terms and Conditions of Purchase of GÜHRING KG Version dated March 2023

### Section 1 General Information

- (1) These General Terms and Conditions of Purchase apply to business transactions with entrepreneurs, legal entities under public law and special funds under public law and serve to regulate purchasing transactions within the framework of our global business activities.
- (2) These General Terms and Conditions of Purchase apply exclusively. They can be viewed on the issuer's homepage at <https://guehring.com/en/>. The issuer does not acknowledge any conflicting or deviating terms and conditions issued by the supplier (hereinafter the terms "suppliers/deliveries, service providers/services" are used on equal terms) or any supplementary terms and conditions issued by the supplier unless it has explicitly agreed to their validity in writing. These General Terms and Conditions of Purchase shall also apply if the issuer unconditionally accepts or pays for the delivery or service from the supplier in the knowledge of terms and conditions issued by the supplier that contradict or deviate from the issuer's General Terms and Conditions of Purchase.
- (3) The General Terms and Conditions of Purchase in their version as amended shall also apply as a framework agreement for all future contracts for deliveries with the same supplier, without the issuer having to refer to them again in each individual case.
- (4) All agreements concluded between the issuer and the supplier for the purpose of executing these General Terms and Conditions of Purchase are conclusively grounded in these Terms and Conditions. Additions, amendments or ancillary agreements require written confirmation from the issuer in order to be valid.
- (5) Within the framework of the General Terms and Conditions of Purchase, "in writing" means text form in accordance with Section 126 b of the German Civil Code (Bürgerliches Gesetzbuch – BGB), unless otherwise stipulated. Text form includes, for example, fax and remote data transmission such as e-mail, supplier portal, electronic data interchange, etc. but not telephone calls or instant messaging.
- (6) (a) The issuer reserves the right to amend these General Terms and Conditions of Purchase at any time with future effect. The supplier shall be informed of amendments six (6) weeks in advance with a right of objection. Objections must be submitted in text form within four (4) weeks. If there are no objections, the amended General Terms and Conditions of Purchase shall become an integral part of the contract after expiry of the deadline.  
(b) The right of amendment pursuant to Section 1 (5) (a) does not apply to regulations that affect the main performance obligations of the contracting parties and that thereby significantly change the relationship between the main obligations and counter obligations as well as other fundamental changes that are equivalent to the conclusion of a new contract. An explicit contractual agreement is required in this case.

### Section 2 Conclusion of Contracts

- (1) If the supplier prepares an offer on the basis of an enquiry from the issuer, it must adhere precisely to the issuer's enquiry and explicitly refer to this in the event of deviations. Any such deviations shall only be deemed to have been accepted if they have been confirmed by the issuer as an addition to these General Terms and Conditions of Purchase at least in text form. The principles regarding the absence of a response to a commercial letter of confirmation are waived in this respect.
- (2) The issuer's written order is decisive when it comes to the scope of the service.

- (3) (a) The issuer expects an order confirmation within seven (7) days. If the supplier does not accept the order within seven (7) days of receipt, the issuer shall be entitled to revoke it without having to pay compensation.  
(b) Delivery call-offs shall become binding no later than if the supplier does not object within three (3) working days of receipt.  
(c) For orders without a price agreement, a contract shall only be concluded once the issuer has confirmed the price in writing.
- (4) The order confirmation must be submitted in text form and sent to the issuer; the burden of proof for this is borne by the supplier. It must contain all essential data related to the order (in particular the order number, name of the order processor).
- (5) The issuer may demand changes to the design and execution of the delivery item within the scope of what is reasonable for the supplier. The effects, in particular relating to additional and reduced costs as well as delivery dates, must be appropriately governed by mutual agreement.
- (6) The preparation of offers and cost estimates is free of charge for the issuer and binding for the supplier, unless explicitly agreed otherwise.
- (7) If the issuer can prove by submitting a send report that it has submitted a declaration in text form, this declaration shall be deemed to have been received by the supplier.
- (8) The subcontracting of the issuer's orders, as well as the associated rights and obligations, is not permitted without the express written consent of the issuer.
- (9) Only the Central Purchasing team can make purchases with effect. Correspondence in text form must be conducted with the Central Purchasing team. Agreements with other departments require express formal confirmation from the Central Purchasing team in order to be binding.

### Section 3 Prices and Transfer of Risk

- (1) Prices are fixed prices. They are understood as "Delivered at place unloaded, duty paid and untaxed" (DPU in accordance with Incoterms® 2020, duty paid, untaxed) regardless of the mode of transport, always including packaging and the necessary means of transport. Statutory VAT is not included in the price.
- (2) If "ex works" delivery (EXW in accordance with Incoterms® 2020) is agreed in individual contracts, the supplier must deliver the goods to the issuer immediately upon their completion via the issuer's contract carrier. Until then, the supplier bears the risk of material damage and the price risk.
- (3) If "free carrier" delivery (FCA in accordance with Incoterms® 2020) is agreed in individual contracts, the supplier shall bear the risk of material damage and the price risk until the goods have been loaded onto a means of transport provided by the issuer or a third party commissioned by the issuer and/or up to the place to which the goods are to be delivered in accordance with the order.
- (4) Supplier price increases that affect the issuer must be reported to the Central Purchasing team with a lead time of three months and approved by Central Purchasing in writing.  
If market prices are reduced, the agreed prices shall be reduced accordingly. If the supplier reduces its sales prices, the issuer shall be granted this reduction for all goods not yet delivered. If, due to the market situation or for other reasons, there is the possibility of a price reduction, this must be passed on to the issuer in full.

### Section 4 Terms of Payment

- (1) In the absence of other agreements or more favourable conditions

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of the supplier, payments shall be subject to a 3% discount if made within 14 days, a 2% discount if made within 20 days or net if paid within 30 days, provided that delivery is free of defects, in compliance with the issuer's payment schedule.

- (2) Payment and cash discount periods shall start from receipt of a correct and audit-proof invoice to the following e-mail address: [invoice@guehring.de](mailto:invoice@guehring.de), but not before receipt of the complete goods or, in the case of services, not before their acceptance and, if documentation, test certificates (e.g. plant certificates) or similar documents are part of the scope of services, not before their contractual handover to the issuer. If deliveries are made before the agreed delivery dates, the payment and cash discount period shall only begin on the agreed delivery date. Payment is subject to invoice verification,
- (3) Until a proper invoice is submitted, the issuer has the right to refuse performance. Payment is based on the actual quantities, weights or other units on which the delivery is based as well as the agreed prices.
- (4) Unless otherwise agreed, payments are made in EUR.
- (5) Payments are made by bank transfer using the instruction code SHA (SHARE) on the basis of fee sharing. Payment shall be deemed to have been made in good time if the transfer was requested from the bank on the due date.
- (6) Default interest in accordance with Sections 353, 352 (2) of the German Commercial Code (Handelsgesetzbuch – HGB) cannot be demanded.
- (7) The default interest rate is 9 percentage points above the respective base interest rate. In every case, the issuer is entitled to prove that the damages incurred as a result of late payment are lower than those requested by the supplier.
- (8) Payment of an invoice does not constitute acceptance of the delivery as being contract-compliant or error-free and, in particular, does not constitute a waiver of a notice of defects with regard to the invoiced goods. In the event of incorrect delivery, the issuer is entitled to withhold payment on a pro rata basis until proper fulfilment. The issuer is entitled to further off-setting and retention rights to the extent permitted by law.
- (9) The supplier is not entitled to assign its claims against the issuer or to have them enforced by third parties without prior written consent from the issuer.

### Section 5 Delivery

- (1) Agreed delivery dates and deadlines are binding. Non-compliance with the delivery periods or other deadlines entitle the issuer to withdraw from the contract (without compensation) in whole or in part without issuing a notice of default or setting a grace period and/or to demand compensation for non-performance. In particular, the issuer is entitled to demand compensation instead of delivery. If acceptance is required, the supplier shall be in default without a reminder if it has not provided the service on the agreed date or only in a manner in which acceptance can be refused. The issuer must be informed immediately in writing of any impending delivery delays, including information on the reasons and the expected duration of the delay. At the same time, suitable countermeasures to avert the consequences must be submitted by the supplier. This information does not extend the agreed delivery time.
- (2) If the supplier is in default of delivery, it shall undertake to release the issuer from all resulting costs. The issuer is entitled to statutory claims. The acceptance of a delayed delivery does not constitute a waiver of any claims for compensation. In the event of repeated delivery delays, the issuer is entitled, after issuing a reminder, to terminate the orders not yet fulfilled at this time with immediate effect.
- (3) If the supplier is behind the delivery schedule, the issuer may demand a contractual penalty in the amount of 1% of the net price per completed calendar week, but in total no more than 5% of the net price of the delayed delivery or service. The issuer is entitled to demand the contractual penalty in addition to fulfilment and, as a minimum amount, the compensation owed by the supplier in accordance with the contractual and statutory provisions. The assertion of further claims remains unaffected. If the issuer accepts a delayed service, the contractual penalty shall be imposed no later than the final payment.
- (4) Additional costs for accelerated transport required to meet the delivery date shall be borne by the supplier.
- (5) Goods are only accepted during normal business hours. The issuer is entitled to specify restricted time windows for the supplier within which a delivery can take place. In the event of delivery to an incorrect delivery address, a flat-rate fee of EUR 100 shall be charged. The supplier is free to provide proof of lower expenditure.
- (6) The issuer only accepts the ordered quantities. In individual cases, over-delivery up to 10% and under-delivery up to 5% can be accepted following prior approval by the Central Purchasing team. In the event of rejection, the supplier shall reimburse all costs incurred.
- (7) Partial deliveries are only permitted with the express consent of the issuer; otherwise, all costs for deliveries of the remaining quantity shall be borne by the supplier. If these requirements are not complied with, the invoices shall be deemed not to have been received until a final invoice has been received or until final clarification has been given. The issuer reserves the right to set the value date on the date of receipt of the correct invoice or the date of final clarification. In the case of agreed partial deliveries, the remaining quantity must be listed.
- (8) In the event of delivery earlier than agreed, the issuer reserves the right to return the goods at the supplier's expense. If the goods are not returned in the event of early delivery, the goods shall be stored by the issuer until the agreed delivery date at the expense and risk of the supplier. In the event of early delivery, the issuer reserves the right not to effect payment until the agreed due date.
- (9) Delivery notes, invoices and all correspondence must be clearly labelled as such and must contain the order number and name of the issuer's order processor. Delivery notes, invoices and offers must specify the issuer's article numbers.
- (10) The supplier may only invoke the absence of necessary documents to be supplied by the issuer if it has not received the documents even after a written reminder.
- (11) The supplier shall bear the risk of accidental loss or accidental deterioration until the goods are handed over at the destination. It must arrange transport insurance to the appropriate extent and provide proof of this to the issuer upon request.
- (12) Goods must be packaged in such a way that they meet the required conditions (IPPC standard, ISPM 15) and transport damage is avoided. The supplier shall be liable for damage caused by inadequate packaging. Packaging materials must only be used to the extent necessary to achieve this purpose. Only environmentally friendly packaging materials may be used. The supplier's obligation to take back packaging is based on the statutory provisions. If, in exceptional cases, the issuer is invoiced separately for packaging in accordance with a prior written agreement, it shall be entitled to return packaging that is in good condition to the supplier carriage paid against remuneration of 2/3 of the value resulting from the invoice.
- (13) If the issuer explicitly consents to the use of the supplier's own permanent packaging, this must be clearly and permanently labelled with the company name and registered office of the supplier. In such cases, a credit note in the amount of 2/3 of the calculated value must be issued upon return. The packaging shall be returned at the

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expense and risk of the supplier. The supplier ensures that the available empties are collected by their freight forwarder. If the packaging is not returned despite two requests by the issuer to the supplier or freight forwarder, the return shipment shall be made at the supplier's expense by a transport company selected at the issuer's discretion. Losses in value due to ordinary wear and tear shall be borne by the supplier.

- (14) If the economic situation of the supplier deteriorates during the course of an order in a way that seriously jeopardises the fulfilment of the contract, or if judicial or extrajudicial settlement proceedings are requested, the issuer is entitled to withdraw from the contract for the unfulfilled part. The issuer is entitled to withdraw from the contract in full if partial fulfilment is no longer in its interest.

### Section 6 Force Majeure

Force majeure releases the issuer from its obligation to accept ordered goods or services in good time for the duration of the disruption. Force majeure is understood to mean all unforeseeable, unavoidable events that are beyond control and that cannot be avoided with appropriate, reasonable means under the given circumstances, such as unrest, wars, warlike events, revolutions, official measures, natural disasters, epidemics, pandemics, prolonged failure of information systems, unavoidable energy and raw material shortages, sales market conditions (e.g. embargoes, sanction lists) and disruptions to operations through no fault of the issuer's own (e.g. due to natural disasters and machine damage). The contracting partners are obliged to provide the necessary information without delay within the scope of what is reasonable and to adapt their obligations to the changed circumstances in good faith. Furthermore, force majeure entitles the issuer to withdraw from the contract in whole or in part during its duration and within two (2) weeks of its end – without prejudice to its other rights – if an adjustment is not suitable and if the disruption is not of insignificant duration.

### Section 7 Warranty

- (1) The agreed specification is an integral part of the contract and can only be changed with the mutual consent of both parties. Any description, drawing or other document to be regarded as binding shall also be deemed to be a specification.
- (2) The supplier shall provide the goods to the issuer free of defects. In particular, it shall be responsible for ensuring that its deliveries and services comply with the recognised rules of science and technology (safety guidelines, accident prevention regulations, CE, etc.), the applicable safety regulations and the contractually agreed properties, intended uses and standards.
- (3) Within the scope of what is economically and technically possible, the supplier undertakes to use environmentally friendly products and processes in its deliveries, including in the case of supplied materials or ancillary services from third parties, in particular to observe the ban on the use of mercury and to comply with the proper shipment of hazardous waste. The German Supply Chain Due Diligence Act is applied here. Within the context of the respective law, the supplier shall be liable for the environmental compatibility of the products and packaging materials supplied as well as for all consequential damages resulting from the violation of its statutory disposal obligations. At the request of the issuer, the supplier shall issue a quality certificate for the delivered goods at its own expense.
- (4) The supplier must subject the goods to a thorough outgoing goods inspection.
- (5) After receipt of the goods by the issuer, the issuer shall check the goods within two (2) weeks for any apparent defects in the packaging and obvious deviations in quantity.
- (6) In the case of machinery, the issuer grants itself a period of two (2) months after receipt of the goods.
- (7) The notice of defects shall be deemed to be in good time if it is sent to the supplier within a period of five (5) working days, calculated from the end of the obligation to inspect or, in the case of concealed defects that are not recognisable at the time of the incoming inspection, from the time of discovery. If the goods are delivered directly to the issuer's customers, the period shall be extended by a further fifteen (15) working days. In this respect, the supplier explicitly waives the objection of late notification of defects.
- (8) The statutory provisions on material defects and defects of title apply and are therefore an integral part of these Terms and Conditions of Purchase, unless otherwise stipulated below.
- (9) The issuer has the right to choose the type of supplementary performance, in which the supplier eliminates the defect (rectification) or delivers a defect-free item (replacement delivery). In particular, the issuer is entitled to demand the reimbursement of the expenses required for transport, travel, labour, material costs as well as installation and removal costs, including any inspection costs (including expert and process costs) within the scope of supplementary performance.
- (10) The place of performance of the supplementary performance is always the goods' intended place of receipt. This is the place where the goods are located at the time of the notice of defect. This applies unless otherwise agreed between the parties.
- (11) If the supplier fails to fulfil its obligation to remedy the defect within a reasonable period set by the issuer, the issuer may rectify the defect itself and demand reimbursement from the supplier for the expenses required for this or a corresponding advance payment. If supplementary performance by the supplier is unsuccessful or unreasonable for the issuer (e.g. due to particular urgency, risk to operational safety or the impending occurrence of disproportionate damage), no deadline shall be set; the issuer shall inform the supplier of such circumstances without delay, if possible in advance.
- (12) The supplier assumes liability for the rectification of the defect by third parties in accordance with Section 7 (11).
- (13) Supplementary performance must take place within a reasonable period of time, which is determined by the issuer. If the deadline has expired without success, the supplier's supplementary performance shall be deemed to have failed after the first unsuccessful attempt.
- (14) The issuer shall also be entitled to withdraw from the contract if the supplier's breach of duty is only immaterial in nature.
- (15) The right to compensation, in particular to compensation instead of performance, is expressly reserved. If the issuer has to reject deliverables in whole or in part due to non-compliance with the conditions it has set out, the supplier must leave these to the issuer for further use – without being entitled to claim remuneration – until a replacement is procured in an appropriate manner.
- (16) If, as a result of defective delivery, a goods inspection that exceeds the usual scope is required (incoming goods and returns inspection), the supplier shall bear the costs. The supplier shall bear the costs for and risk of sorting out, returning and/or scrapping defective deliverables.
- (17) Unless a different agreement has been concluded, claims for material defects shall become time-barred – except in cases of fraudulent intent – 36 months after the transfer of risk. This limitation period also applies to consequential damage caused by defects. In all other respects, the statutory provisions on limitation periods shall apply, whereby any longer statutory limitation periods shall take precedence.
- (18) The provisions of Section 10 (2) shall apply mutatis mutandis to

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claims based on defects of title. Any longer statutory limitation periods take precedence.

- (19) For delivered parts that could not remain in operation during the inspection of the defect and/or the rectification of the defect, the current warranty period shall be extended by the time from the interruption of operation.
- (20) In the case of a replacement delivery for defective goods, the limitation period shall start anew, while in the case of rectification of defective goods, the limitation period shall start anew if the same defect or the consequences of defective rectification are involved.
- (21) For the sake of fulfilment, the supplier hereby assigns to the issuer all claims against its upstream suppliers for the purpose of and in connection with the delivery of defective goods or goods without warranted or guaranteed properties. In order to assert such claims, it shall hand over to the issuer all documents required for this purpose. In all other respects, the issuer's recourse against the supplier pursuant to Sections 445 a, 445 b of the German Civil Code (BGB) shall apply, subject to the obligation to investigate and report defects pursuant to Section 377 of the German Commercial Code (HGB).
- (22) The acceptance of the issuer of technical documents and/or calculations of the supplier shall not affect the supplier's liability for defects.
- (23) The above provisions do not affect any further legal rights of the issuer.

### Section 8 Completion of Work

- (1) Persons who carry out work on the factory premises for the fulfilment of the contract must observe the provisions of the respective company regulations (in particular [the brochure for occupational safety and environmental protection for external companies](#) in the most recent version). This also applies if the supplier uses service providers. The supplier undertakes to draw the attention of the service provider to the issuer's brochure for occupational health and safety and environmental protection information in the most recent version.
- (2) The issuer shall only assume liability for accidents sustained by these persons on the factory premises if it or its vicarious agents have caused the damage intentionally or through gross negligence. In the event of damage to property and financial loss caused by slight negligence, the issuer and its vicarious agents shall only be liable for the breach of a material contractual obligation, but the amount shall be limited to the damage foreseeable at the time the contract was concluded and typical for the contract. At the time of conclusion of the contract, material contractual obligations are those whose fulfilment characterises the contract and on which the contracting partner may rely. The same applies if the supplier uses service providers. Liability is excluded insofar as this is not caused by the intentional or grossly negligent breach of duty by the issuer's legal representatives or vicarious agents.
- (3) The supplier shall be fully liable for damages incurred by the issuer caused by the supplier, its vicarious agents, commissioned service providers and their vicarious agents. In addition, the issuer has the right to assert claims against the service provider commissioned by the supplier and its vicarious agents.

### Section 9 Product Liability

- (1) Insofar as the supplier is responsible for product damage, it is obliged to indemnify the issuer against claims for damages (including consequential damage caused by defects) by third parties on first request or to replace such claims if the cause is within its area

of control and organisation. These damages also include the costs of a necessary recall campaign. If a fault occurs in a part supplied by the supplier, it is assumed that the fault has arisen exclusively within the supplier's area of responsibility.

- (2) The supplier is obliged to insure itself against all risks arising from product liability, including the risk of recall, to an appropriate amount and to prove this to the issuer upon request. If the issuer is entitled to further claims for damages, these shall remain unaffected.
- (3) Insofar as the supplier is responsible for the safety of the product and/or its conformity with public law regulations, it is obliged to release the issuer from all consequences resulting from the lack of product safety or conformity. Further claims remain unaffected. The supplier hands over a CE declaration of conformity with delivery of goods, if this is required. In the event that the customer requires the issuer, in particular in the context of a law suit, to keep the documents mentioned in the CE declaration of conformity, the supplier guarantees access to and the surrender of the documents to the issuer.

### Section 10 Property Rights

- (1) The supplier shall indemnify the issuer and its customers against all claims on first request for infringement of third-party rights by the goods and shall bear all costs related to the issuer, unless the supplier proves that it is not responsible for the infringement. In addition, the supplier shall, at the request of the issuer, without delay provide the issuer with the information and documents related to its services required to defend itself against such claims by third parties. The supplier shall support the freedom from third-party intellectual property in relation to the object of the contract by means of suitable measures such as research on third-party intellectual property and shall provide the issuer with corresponding documents and analysis materials on request.
- (2) The limitation period for indemnification claims is three years. It begins at the end of the year in which the claim arose and the issuer became aware of the circumstances giving rise to the claim and the person of the liable party, or would have become aware of it without gross negligence. Any longer statutory limitation periods take precedence. This also applies to the aforementioned additional claim to information and documents.
- (3) The issuer is entitled, taking into account the due diligence of a prudent businessman, to obtain approval for the use of the relevant deliverables and services from the corrected party at the supplier's expense.
- (4) The supplier agrees to enter into any legal dispute at its own expense at the request of the issuer.

### Section 11 Software, Rights of Use

- (1) Software is provided to the issuer on commercially available data carriers in machine-readable code together with user documentation.
- (2) Software developed individually for the issuer must also be provided in source code with manufacturer documentation. Copies of source code and manufacturer documentation must be handed over to the issuer upon acceptance and must correspond to the program status at the end of the test phase.
- (3) As part of the liability for defects in the software, the supplier must promptly include this in the source code and manufacturer's documentation; a copy of the updated version must be made available to the issuer without delay.
- (4) For software included in a product's scope of delivery and also for

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software developed for the issuer and parts thereof as well as all other performance results, the issuer irrevocably acquires an exclusive comprehensive right of use upon delivery at the latest, unlimited in time and place, to all known types of use, including the right to load and run the software, to rework, copy, modify, extend and grant simple rights of use to third parties, unless a restriction results from the following paragraphs.

- (5) If the acquisition of a right of use in accordance with Section 11 (4) obstructs the rights of third parties to third-party programs or other third-party performance results included in the service, the scope of the issuer's right of use must be agreed accordingly in the contract.
- (6) This also includes the sublicensing, leasing or any other form of transfer of the software to companies affiliated with the issuer within the meaning of Section 15 of the German Stock Corporation Act (AktG), as well as to its sub-contractors who are entrusted with the production of the issuer's products and require a right to use the software in this context. Permitted use also includes the transfer of the software as part of a hardware product to customers and the granting of rights of use thereto insofar as this is necessary for the use of the hardware.
- (7) The supplier remains authorised to continue to use related standard programs, program modules, tools and expertise provided by it, including for orders from third parties, when developing the performance results. The supplier is not permitted to copy, edit or otherwise use the performance results and solutions developed for the issuer in whole or in part.
- (8) The supplier is only entitled to publish performance results of any kind created for the issuer – even in parts – with the written consent of the issuer.

### Section 12 Retention of Title, Free Issue Equipment

- (1) The goods shall become the property of the issuer upon delivery.
- (2) Items manufactured or further processed in whole or in part by the supplier at the expense of the issuer shall become the property of the issuer upon manufacture. In the event of production or delivery difficulties on the part of the supplier, the issuer has the right to demand the free provision or surrender of items provided to the supplier by the issuer. The extended forms of the current account and group reservation as well as the extended retention of title or the so-called processing reservation on the part of the supplier do not apply.
- (3) Items, parts, materials, substances, containers and (special) packaging ("free issue equipment") provided by the issuer in return for payment or free of charge shall remain the property of the issuer and, if payment is due, shall continue to be so until full payment has been made. They must be stored and marked separately. Furthermore, they must be adequately insured against natural disasters, theft and other damage at the expense of the supplier. Proof of insurance must be provided to the issuer upon request. The corresponding free issue equipment may only be used as intended. The issuer is responsible for processing and assembling the free issue equipment provided. The issuer becomes the direct owner of the modified or new items. If this is not possible for any legal reason, the contracting parties agree that the issuer shall become the owner of the new item immediately upon completion of production. The supplier shall store the new item for the issuer with the due diligence of a prudent businessman.
- (4) The issuer retains ownership of its tools and/or models. It is not permitted to transport tools and/or models abroad or to hand them over to third parties without the written consent (own signature) of the authorised person responsible at the issuer. The supplier is obliged to use tools and/or models belonging to the

issuer exclusively for the manufacture of the goods ordered by the issuer.

### Section 13 Technical Documentation, Manual

- (1) The delivery of the technical documentation and all required reports must be part of the main delivery.
- (2) The technical documentation must be compiled in conformity with the current EC directives (e.g. EC Machinery Directive) and DIN ISO standards and must comply with all recognised rules of technology.
- (3) The technical documentation is delivered as follows: A4 and A3 formats in digital form as a data carrier. Larger formats and special formats in paper form. Digital data must be provided in unprotected form. If the "Adobe PDF" format is used, file protection must not be activated that prevents integration into the author's overall documentation. All fonts used must be embedded in the document.
- (4) Due to the complexity of the documents, defects can only be detected some time after commissioning of the system. The supplier must also correct the documents without delay in the event of this late notification of defects.
- (5) The technical integration of the supplied documentation into the overall documentation does not release the supplier from its liability for the completeness and correctness of its documents.
- (6) For deliverables whose handling is not generally known, assembly and operating instructions in duplicate (both in paper form and digitally) must be submitted to the issuer no later than two (2) weeks before delivery without special request. Otherwise, the supplier shall also be liable for damage caused by improper operation or handling.

### Section 14 Confidentiality

- (1) The supplier must keep the conclusion of the contract secret from third parties, along with all commercial and technical information arising from the initiated or completed cooperation with the issuer and its affiliated companies within the meaning of Section 15 of the German Stock Corporation Act (AktG), which includes data, drawings, illustrations, specifications, calculations, results, processes, samples, experience, expertise, including features, for example, from handed over objects, documents, software, etc. (hereinafter referred to as "confidential information") for as long as and insofar as they are not demonstrably publicly known.
- (2) Confidential information may only be made available in the supplier's own enterprise to employees who must be consulted in order to fulfil the cooperation and who are also subject to a confidentiality obligation ("need-to-know principle"). It may only be disclosed to third parties with the express prior written consent of the issuer.
- (3) Confidential information may not be analysed, disassembled, redeveloped, dismantled, reconstructed or, in particular, software may not be decompiled or emulated (prohibition of "reverse engineering").
- (4) Confidential information remains the sole property of the issuer. It reserves all rights to this information, including copyrights and the right to apply for industrial property rights, such as patents, utility models, etc.
- (5) The confidentiality requirements shall also apply after the execution of this contract; they shall lapse if and to the extent that the manufacturing knowledge contained in the provided illustrations, drawings, calculations and other documents has become generally known.
- (6) Items developed or further developed by the issuer together with the supplier may only be supplied to the issuer.
- (7) Sub-suppliers must be subjected to corresponding requirements.

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### Section 15 Proof of Origin, Customs, Hazardous Goods, Sustainability, Compliance

- (1) The supplier must state the origin of the goods, the customs tariff number and, if applicable, the dangerous goods description of each item supplied by it and update these on an ongoing basis (offer, acceptance, order confirmation, delivery note, invoice). The supplier is liable for the correctness of this information. The issuer must be informed in text form of any changes to the dangerous goods designations. Changes to the origin of the goods and the customs tariff number must also be notified immediately in writing. However, since these generally indicate changes to the assured properties of the goods to be delivered, the delivery of goods whose origin and/or customs tariff numbers change is only possible with the written consent of the issuer. Consent may be refused without giving reasons. The articles with changed origin of goods or customs tariff number can no longer be delivered to the issuer in the event of non-approval.
- (2) The supplier undertakes to enable the customs authorities to verify these proofs of origin and to provide both the information required for this and any necessary confirmations.
- (3) It is obliged to compensate for damages resulting from the fact that the declared origin is not recognised by the competent public authority as a result of incorrect certification by the supplier or the lack of a possibility of verification.
- (4) The supplier shall bear all customs duties, taxes, levies and costs arising from an import on the occasion of the order.
- (5) In the case of deliveries from a country outside Germany that belongs to the European Union (EU), the EU VAT ID number must be stated.
- (6) Imported goods must be delivered duty paid. The supplier is obliged to provide declarations and information requested at its own expense, to permit checks by the customs authority and to provide the necessary official confirmations.
- (7) The supplier is obliged to inform the issuer of any approval obligations for (re-)exports in accordance with German or other export and customs regulations.
- (8) The supplier ensures the supply chain. The supplier undertakes to comply with the [Directive Compliance \(EN\)](#) and the "TEN PRINCIPLES OF THE GLOBAL COMPACT". The supplier shall ensure that its suppliers are reviewed, assessed and approved and that they also comply with environmental and human rights. In all other respects, reference is made to the validity of the German Supply Chain Due Diligence Act. The supplier agrees to corresponding audits by the issuer and will actively support them.

### Section 16 Final Provisions

- (1) The place of performance for deliveries is the place of receipt specified in the order, or alternatively the issuer's headquarters. The place of performance for payments is Albstadt.
- (2) The exclusive – including on an international basis – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the issuer's headquarters. However, the issuer is also entitled to file a suit against the supplier at any other established place of jurisdiction.
- (3) The law of the Federal Republic of Germany shall apply with the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- (4) Should individual provisions of these General Terms and Conditions of Purchase or the contract concluded between the contracting parties be or become invalid in whole or in part, the remaining provisions shall remain unaffected.
- (5) The supplier is informed that prior written consent of the Central

Purchasing team is required for the inclusion of the issuer's company in reference lists and company brochures of the supplier, etc. as well as for any use and reproduction of the issuer's company and brand logos.