

1. Scope of Application

- 1.1 Unless expressly agreed otherwise, these General Conditions of Purchase shall apply to the deliveries and services you make or perform for us.
- 1.2 Any general conditions of business of the supplier that contradict our conditions of business shall only apply if we have expressly consented to this in writing.

2. Orders

- 2.1 Our orders, as well as changes or additions to orders, must be in written or electronic form.
- 2.2 We shall be entitled to cancel our order at no cost if you do not confirm it with us, without modification, within two weeks of receiving it.

3. Deadlines and Consequences of Exceeding Deadlines

- 3.1 Agreed deadlines for deliveries and services shall be binding. In the event that delays are anticipated or occur, you must inform us in writing without delay.
- 3.2 If you still do not make a delivery or perform a service within a grace period set by us, we shall be entitled – without any requirement to give notice – to reject the acceptance, withdraw from the contract, or demand compensation for damages due to non-performance. We shall be entitled to withdraw from the contract even if you are not responsible for the delay. You shall bear any additional costs arising from your default, particularly where it has been necessary to make alternative arrangements as a result.
- 3.3 Up to the point at which final payment is made, we shall reserve the right to demand an agreed contractual penalty due to improper performance (in accordance with Section 341 of the German Civil Code).

4. Prices

The prices are fixed prices. They include all the expenses associated with the deliveries and services to be sent/performed by you.

5. Processing and Delivery

- 5.1 You may only carry out subcontracting with our consent and provided that the subcontracting activities do not simply concern the supply of parts that are common to the market. Delivery schedules shall be binding in respect of the type and quantity of the scheduled goods and the delivery period. Partial deliveries shall require our consent.
- 5.2 The purchaser expressly emphasizes that a contractually essential component for them is the execution of goods dispatch inspections by the contractor. In the area of the

ordered products, the contractor must carry out random goods dispatch inspections to ensure the quality of the goods. The absence of goods dispatch inspections entitles the purchaser to terminate the contract with immediate effect. The purchaser expressly reserves the right to pursue further claims for damages.

- 5.3 A delivery note specifying our order number plus a description of the contents based on the type and quantity must be provided with every delivery.
- 5.4 As a general rule, the goods shall be delivered in standard disposable packaging. If returnable packaging is used, you must provide it on a loan basis. It shall be returned at your cost and your risk. If, as an exception, we declare our agreement to meet the packaging costs, said costs must be invoiced at cost price, with proof of the cost price provided.
- 5.5 In the case of devices, a technical description and an instruction manual must be included in the delivery free of charge. In the case of software products, the delivery obligation shall only be deemed to have been fulfilled if the full documentation (technical system and user information) has also been handed over. In the case of programs that have been created specially for us, the program must also be delivered in its source format.
- 5.6 If you make deliveries or perform services on our company premises, you shall undertake to adhere to the latest version of the information for external persons concerning safety, environmental protection and fire protection.

6. Invoices and Payments

- 6.1 Invoices must be submitted to us under separate cover and must quote our order number.
- 6.2 Your entitlement to remuneration shall be due for payment 90 days after arrival of the goods and receipt of your invoice or, at our discretion, after 30 days with a 3% discount. The day on which our bank has received the transfer instruction shall be deemed the point at which payment has been made.
- 6.3 We wish to point out that we use and process personal data exclusively within the scope of the legal provisions specified by the German Federal Data Protection Act (BDSG). We shall not pass on personal data without express consent, nor shall we pass it on to unauthorised third parties.
- 6.4 Assigning your claims against us to third parties is excluded.

7. Safety and Environmental Protection

- 7.1 Hazardous materials to be used must be declared to Hauff-Technik at least one week before the execution of the activity (Contact: ht.arbeitssicherheit@hauff-technik.de). Hauff-Technik reserves the right to prohibit the use of particularly hazardous substances (CMR-substances).
- 7.2 The transport of dangerous goods are carried out in accordance with the current regulations for the various transport modes (ADR, RID, IATA, IMDG). The transport of dangerous goods must be registered with at Hauff-Technik.

- 7.3 Employees of the contracted company must register with the head of the relevant department, in which the company is operating, immediately before commencing their activities and, if necessary, receive instructions on specific workplace-related hazards. The briefing must be documented. The supplier confirms compliance with occupational safety regulations (BG, DGUV, BetrSich, etc.) upon accepting the order. In particular, the supplier systematically identifies hazards, deduces training for its employees, and conducts them at least annually. Inspected equipment is regularly checked, and if defects are found, it is taken out of service. Personal protective equipment is provided to employees. The supplier will provide suitable evidence upon request.
- 7.4 In the specifications, you must indicate hazardous substances as well as substances to be avoided in accordance with the applicable laws and guidelines. Where applicable, the safety data sheets must be submitted as early as the point at which the offers are sent and with the delivery note when the first delivery is made (and must be in German or English as a minimum).
- 7.5 The supplier undertakes to take back the goods in the event of a defective delivery.

8. Import and Export Provisions; Customs

- 8.1 Your EU VAT identification number must be specified in the case of deliveries and services originating in an EU country outside Germany.
- 8.2 Imported goods must be delivered duty paid. In accordance with Regulation (EC) No. 1207/2001, you shall undertake, at your cost, to issue any required declarations and information, allow checks by customs authorities, and produce any necessary official confirmations.
- 8.3 You shall undertake to provide us with detailed written information about any licensing obligations for exports (or re-exports) according to German, European and USA provisions on exports and customs, as well as provisions on exports and customs of the country of origin of the goods and services.

9. Transfer of Risk; Acceptance; Title Rights

- 9.1 Irrespective of the agreed pricing, risk in the case of deliveries without setup or installation shall transfer to us on receipt at the delivery address specified by us and, in the case of deliveries with setup or installation, on successful completion of our acceptance. Commissioning or usage shall not constitute a substitute for our declarations of acceptance.
- 9.2 The title to the delivered goods shall transfer to us following payment. Any prolonged or extended retention of title shall be excluded.

10. Obligation to Inspect and Issue Notification of Defects; Inspection Expenses

- 10.1 An incoming goods inspection for any obvious defects shall be carried out. We shall issue notification of any hidden defects as soon as they have been identified in the circumstances prevailing in the ordinary course of business. You shall waive

objections to belated notifications of defects in the case of all defects for which notifications have been issued within fourteen days of identification.

- 10.2 If we return defective goods to you, we shall be entitled to charge back the invoice amount to you plus a lump-sum fee of 5% of the price of the defective goods. We shall reserve the right to provide evidence of higher expenses. You shall reserve the right to provide evidence of lower expenses or no expenses.

11. Warranty for Defects in Quality and Title

- 11.1 Defective deliveries must immediately be replaced with deliveries that are free from defects and defective services must immediately be performed again without defects. In the case of development or design-related defects, we shall be entitled to assert the rights specified in Clause 11.3 without delay.
- 11.2 Rectifications of defective deliveries or services require our consent. You shall bear the risk associated with the delivery or service throughout the period during which it is not in our safekeeping.
- 11.3 If you still fail to rectify the defect within a reasonable grace period set by you, we may, at our discretion, withdraw from the contract or reduce the remuneration and demand any relevant compensation for damages in addition.
- 11.4 In urgent cases (particularly where there is a risk to operational safety or action is required to prevent exceptionally high levels of damages), in cases where minor defects are being rectified, and in cases where you have defaulted on rectifying a defect, we shall, after notifying you in advance and on expiry of a brief grace period that is reasonable for the situation, be entitled to rectify the defect and any resulting damages ourselves at your cost or to have the defect and any resulting damages rectified by a third party at your cost. This also applies in cases where you make a delivery or perform a service late and we must rectify defects immediately in order to prevent a default on delivery.
- 11.5 The period of limitations for our claims arising from defects in quality shall be 36 months from the point at which risk is transferred in accordance with Clause 9.1; the period of limitations for our claims arising from defects in title shall be ten years from the point at which risk is transferred in accordance with Clause 9.1. The period of limitations shall be suspended for the period that begins with the dispatch of our defect report and ends with the fulfillment of our defect claim.
- 11.6 If your delivery is made or service is performed in accordance with our plans, drawings or other special requirements, compliance of the delivery or service with the requirements shall be expressly assured. If the delivery or service deviates from the requirements, the rights specified in Clause 11.3 shall be granted to us with immediate effect.
- 11.7 Our statutory rights shall otherwise remain unaffected.

12. Repeated Disruptions in Performance

If, following a written warning, you make or perform the same or similar deliveries or

services that are once again defective or late, we shall be entitled to withdraw from the contract immediately.

In such cases, our right to withdrawal shall include those deliveries and services that you have undertaken to make or perform in the future under this or another contractual relationship.

13. Indemnification in the Case of Defects in Quality and Title

You shall indemnify us against any claims that third parties raise against us as a result of a quality or title defect or any other defect in a product delivered by you, regardless of the legal basis, and shall reimburse us for any necessary costs arising from legal proceedings we have undertaken in this regard.

14. Technical Documentation; Tools; Production Resources

14.1 We shall retain the title to any technical documents, tools, company standard sheets, production resources, and so on; all rights to the use of registered trademarks, copyright and any other intellectual property rights shall remain with us. You must return these items, along with any duplicate copies, to us immediately once the order has been executed, without being requested to do so; in this regard, you shall not be entitled to assert a right of retention claim. You may use these items only for the purpose of executing the order and you must not surrender them or otherwise make them available to unauthorised third parties. Duplicating these items shall only be permitted where such action is necessary for the purpose of executing the order.

14.2 If you create the items specified in Clause 14.1, sentence 1, for us partly or wholly at our expense, Clause 14.1 shall apply accordingly, whereby we shall acquire the title (or co-title) on creation in accordance with our share of the manufacturing costs. You shall store said items for us free of charge; we may, at any time, acquire your rights in relation to an item subject to reimbursement of any expenses that have not yet been written off, and demand release of the item.

14.3 We wish to point out that we use and process personal data exclusively within the scope of the legal provisions specified by the German Federal Data Protection Act (BDSG).

15. Provision of Material

15.1 We shall retain the title to material provided by us; you must store it free of charge and separately from your other items, exercising normal commercial prudence, and must label it as ours. It may only be used for the purpose of executing our orders. You must compensate for any damage to material that has been provided.

15.2 Any activities that involve processing or remodelling the material that has been provided must be carried out for us. We shall assume the direct title to any new items that arise as a result of this. If the material provided only makes up part of the new

items, we shall assume the co-title to the new items proportionately according to the value that the material provided represents.

16. Confidentiality

- 16.1 You shall undertake to treat as confidential and refrain from passing on to third parties any commercial and technical details that are not public knowledge and that become known to you as a result of the business relationship.
- 16.2 Manufacturing for third parties, presentations of products made specifically for us – particularly where this has been carried out in accordance with our plans, drawings or other special requirements – publications concerning orders and services, and references to such orders vis-à-vis third parties require our prior written consent.
- 16.3 We wish to point out that we store personal data concerning our business relationship with you and communicate said data to Hauff-Technik companies associated with us.

17. Miscellaneous

- 17.1 The place of performance shall be the delivery address specified in each case.
- 17.2 Provided you are a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction shall be the headquarters of Hauff-Technik, which uses these conditions. However, we shall also be entitled to take legal action against you at your headquarters.
- 17.3 German law shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods and the referral provisions of German private international law.
- 17.4 Should individual clauses of these General Conditions of Purchase be ineffective either in whole or in part, this shall not affect the effectiveness of the remaining clauses or the remaining parts of such clauses.