GENERAL CONDITIONS OF PURCHASE

Pfeifer Holz Lauterbach GmbH

1. General provisions/scope of application/form

1.1 These "General Conditions of Purchase" (hereinafter in brief "conditions of purchase") apply to all business relations with our business partners and suppliers, especially to all deliveries and services (including work and purchase contracts) performed by a supplier or service provider (hereinafter in brief "supplier") for Pfeifer Holz Lauterbach GmbH (hereinafter "company"). The conditions of purchase only apply if the customer is an entrepreneur (as defined by Article 14 BGB, Civil Code), a legal entity under public law or a special fund under public law.

1.2 All deliveries, services and offers by suppliers are performed exclusively on the basis of these conditions of purchase. The conditions of purchase are an integral part of all contracts and orders (hereinafter in brief "contracts") that are concluded between the company and the supplier for the deliveries or services offered and apply in particular to contracts for the sale and/or supply of movable objects ("goods"), regardless of whether the supplier manufactures the goods themselves or purchases them from suppliers (Articles 433, 650 BGB - Civil Code). Unless agreed otherwise, the conditions of purchase along with the regulations for the contract conclusion apply in the version valid at the time of ordering by the company or in the latest version provided in text form as a framework agreement also for equivalent future contracts, deliveries and services, without the company needing to point this out in each individual case.

1.3 This conditions of purchase apply exclusively. Deviating, contradictory or additional general terms and conditions of the supplier or of third parties are not applicable, even if their applicability is not specifically objected to in individual cases. They only become part of the contract insofar as the company has explicitly agreed in writing to their applicability. This consent requirement applies in all cases, for example also if the company accepts the delivery by a supplier or a third party in knowledge of their general terms and conditions. Even if a document is referred to that contains the general terms and conditions of the supplier or a third party, or they are indicated, it does not represent consent to their applicability.

1.4 Individual agreements made with the supplier in individual cases (including ancillary agreements, additions and amendments) in all cases take precedence over these conditions of purchase. A written contract or the written confirmation of the company is decisive for the content of such agreements, notwithstanding counterproof from the party basing itself on something else. All agreements made between the company and the supplier for the fulfilment of the contract are to be recorded in a contract.

1.5 Declarations relevant to law and specifications by the supplier in relation to the contract (e.g. deadlines, reminders, withdrawal) are to be made in writing or text form (e.g. letter, e-mail, fax). Legal form regulations and other proofs, especially in case of doubts about the legitimisation of the declarer, remain unaffected.

2. Offer/contract conclusion

2.1 The offers made by the supplier are free of charge for the company and do not represent an obligation to the company to conclude a contract. The order by the company is considered binding at the earliest when submitted in writing or upon confirmation. The supplier shall notify to the company any evident errors (e.g. written details and calculations) and incompleteness of the order or of the order documents for the purposes of correction or completion before acceptance; otherwise the contract is not considered concluded. The supplier shall check the documents (e.g. scope of delivery, drawings, calculations etc.) provided with the enquiry or tender for any shortcomings and notify to the company in writing any concerns regarding the intended performance before submitting their offer.

2.2 The supplier is obliged within a deadline of a maximum three (3) working days to accept a binding order made by the company (application to conclude a contract), which can also be sent electronically, by sending back a confirmation, which can also be electronic, or by carrying out the order without reservation by sending the goods (acceptance). The contract conclusion comes into effect with acceptance. Any acceptance under extensions, restrictions or other amendments, with reservations or under any addendums is considered as a rejection, associated with a new application, and requires written acceptance through the consent of the company; without this consent no contract comes into effect, even if claimed reservations or amendments do not significantly change the conditions of the order. Delayed acceptance is considered a new request and requires acceptance by the company.

3. Delivery/service deadline and debtor's delay

3.1 The delivery or service date specified by the company on the order is binding. If the delivery or service date is not stated on the order or was not agreed elsewhere, it is four weeks from the order date. The supplier is obliged to notify the company immediately in writing if they envisage not being able to adhere to agreed delivery or service dates - on whatever grounds - whereby they should inform the company of the reasons and the expected duration of the delay. Premature delivery or service is subject to the explicit prior written consent of the company, unless agreed otherwise. Any additional costs and risks incurred are borne exclusively by the supplier.

3.2 Deliveries and services by the supplier are only considered timely if the company has also been provided with all the contractually due or legally or officially prescribed inspection or origin certificates, operating and usage instructions, technical and other documentation, as well as freight and customs documents by the delivery or service deadline.

3.3 If the supplier does not perform their service or delivery, or not within the delivery deadline agreed or set out in clause 3.1 line 2 of these conditions of purchase, the rights of the company – especially pertaining to withdrawal and damage compensation – are determined by legal regulations. The provisions in clause 3.4 remain unaffected.

3.4 If the supplier is in default, the company can demand – alongside further legal claims – the reimbursement of their default damage amounting to 1% of the total net price (excluding VAT) per expired calendar week, in total however not more than 10% of the net price (excluding VAT) of the goods supplied or service performed late. This also applies if the supplier performs a partial delivery or services after the agreed delivery or performance date and this is accepted by the company. The company retains the right to prove that greater damage was caused. The supplier retains the right to prove that no damage or significantly less damage was caused.

4. Contract fulfilment / service / delivery / transfer of risk / default of acceptance / alterations

4.1 The supplier is not entitled to perform partial services (Article 266 BGB - Civil Code). The supplier owes the complete delivery or service even if the contract does not explicitly detail all individual parts or partial services. Unless agreed otherwise, partial deliveries or services are subject to the explicit prior written consent of the company; any resulting additional costs and risks are borne exclusively by the supplier.

4.2 Without the prior written consent of the company, the supplier is not entitled to have the due service performed by third parties (e.g. subcontractors). The supplier bears the procurement risk for their services, unless agreed otherwise in individual cases (e.g. restriction to available stock).

4.3 If due to the specification of the delivery or service doubts could or would occur regarding the scope or the technical or other parameters, the supplier is obliged to inform the company immediately about it in text form (e.g. letter, e-mail, fax), if particularly urgent in addition through a personal or telephone discussion, and to wait for details or instructions from the company before carrying out the delivery or service. The company shall provide the details or instructions on their part without a culpable delay.

4.4 The supplier shall carry out the deliveries and services in accordance with the technical documents and other specifications on which the contract is based. If the supplier wishes to deviate from the specifications, they shall secure the prior written consent of the company, stating the manufacturer, type reference, prices and reasons. Technical documents that the supplier must provide must always be submitted to the company on time, so that any necessary changes can be incorporated.

4.5 The agreed delivery term is DDP (Delivery Duty Paid, Incoterms 2020), unless in an individual case the contract explicitly states otherwise; delivery is to the destination stated on the order. If the destination is not stated and it is not agreed otherwise, the delivery shall be made to the place of business of the company. The respective destination is also the place of fulfilment for the delivery or service and any supplementary performance (obligation to provide).

4.6 The supplier shall notify unprompted any import and export restrictions. If such restrictions affect the object of their delivery or service, the supplier shall obtain the necessary official or other permits at their own expense.

4.7 A delivery slip shall be enclosed with the delivery, stating the date (issue and dispatch), the contents of the delivery (article numbers and quantity), as well as the order reference of the company (date and number). If the delivery slip is missing or is incomplete, the company is not responsible for any resulting delays in processing and payment. Separately from the delivery slip, the company is to be sent a corresponding dispatch notification with the same content.

4.8 The risk of the coincidental loss or deterioration of the goods is transferred to the company upon handover at the place of fulfilment. If an acceptance is agreed or otherwise due, this is decisive for the transfer of risk. The legal regulations of work contract law apply in general to acceptance. Delayed acceptance by the company causes a delay in handover.

4.9 In case of an acceptance delay by the company, legal regulations apply. The supplier must explicitly offer the company their delivery or service even if a determined or determinable calendar period is agreed for an action or contribution by the company (e.g. provision of material). If the company delays acceptance, the supplier can demand the reimbursement of their additional expenses in accordance with legal regulations (Article 304 BGB). If the contract regards an item to be manufactured by the supplier (especially a custom-made item), the supplier only has further rights if the company is obliged to contribute and is responsible for this not occurring.

4.10 In case of a valid reason, the company is entitled at their reasonable discretion, under consideration of the interests of the supplier (Article 315 BGB) to change the time and place of the delivery, as well as the type of packaging

through written notification before the agreed delivery or service date, with a notice period appropriate to the individual case, which must be at least 14 calendar days. The same applies to amendments of product specifications, insofar as the company has a valid reason and insofar as these amendments can be implemented within the normal production process of the supplier without an unreasonable additional effort or expense. Customary quantity or quality tolerances always apply as a permissible amendment. An agreement is to be made regarding resulting additional or lesser costs before carrying out the respective amendment. If such amendments cause delivery delays that cannot be avoided in normal production and business operations of the supplier with reasonable effort, the supplier is obliged to inform the company immediately and to secure their written consent regarding the delivery delay. The supplier shall inform the company without delay in writing of the expected additional costs and delivery delays according to a thorough assessment, at least however within five working days after receipt of the respective amendment notification. Otherwise the supplier has no claim on account of any additional work or to reimbursement of any additional costs.

4.11 If mounting, maintenance, inspections, updates etc. are carried out on the site of the company, the site safety guidelines apply to external companies.

5. Prices and payment terms

5.1 If not specified otherwise in individual agreements, the prices stated on the order are fixed prices and binding for the duration of the contract. All prices are understood as inclusive of legal VAT, if not specified separately.

5.2 If not agreed otherwise in individual cases, the price includes all services and ancillary services by the supplier (e.g. installation, mounting), as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance).

5.3 If not specified otherwise in individual agreements, the agreed price is to be paid within 14 days with deduction of a 3% discount or within 30 calendar days from complete delivery or service (including any agreed acceptance), as well as receipt of a correct invoice, whereby the payment term does not start to run before the submission of the documents stated in clause 2.10. If the company pays within 14 calendar days from the aforementioned start of the payment term, the supplier grants a 3% discount on the net sum of the invoice. For a bank transfer, the receipt of the transfer order at the bank of the company suffices for the due payment to be considered timely; the company is not responsible for delays due to the banks involved in the payment procedure.

5.4 The company does not owe any interest on maturity. Legal regulations apply to payment defaults.

5.5 Payment does not represent an acknowledgement of the conditions and prices of the supplier. The date of payment has no influence on the warranty of the supplier or other rights pertaining to defects.

5.6 The company is entitled within the law to offsetting and retention rights, as well as objections due to non-fulfilment of the contract. The company is entitled in particular to retain due payments as long as the company is still due claims against the supplier for incomplete or defective services.

5.7 The supplier only has an offsetting and retention right on the grounds of legally asserted or undisputed counterclaims.

6. Invoicing

6.1 Invoices may not be enclosed with the goods/delivery.

6.2 The invoice is to be sent to the company stating all order details (order number, project number, order reference, contact person at the company) as well as the VAT ID number in a legally appropriate form after the full performance of the service to the company. Invoices that do not correspond to these conditions, especially regarding the order references, can be rejected. The supplier shall set out the invoice in a clear and verifiable form and comply with the order of the items and the references in the contract documents.

6.3 Invoices are to be made out solely to the invoice address stated in the contract.

6.4 Payment deadlines start from the specified date, at the earliest from receipt of the delivery and invoice. If the goods and invoice receipt do not coincide, the payment deadline only starts from when both the goods and the invoice have been received.

6.5 The invoice will only be paid if it contains all parts specified by the applicable legal regulations as a proper tax and order invoice and it is sent either by post to the invoice address of the company or electronically to the invoice e-mail address of the respective plant. The addresses, terms and information regarding digital invoicing are available on the company website: https://www.pfeifergroup.com/de/service/wissenswertes/ einkaufsbedingungen/

Any consequences of non-compliance with this obligation are borne by the supplier.

6.6 The price stated on the invoice must be in the same currency as in the contract.

7. Impediment to performance / force majeure

7.1 If the supplier cannot perform a contractual service or delivery in full or in part due to force majeure, upon notification to the company they are freed from the duty to perform for the duration of the performance obstruction, but they lose their remuneration claim for the affected proportion of performance. If there is no notification or it is not immediate, the supplier is responsible for damages caused to the company as a result of the lack of notification.

7.2 Force majeure as defined by clause 7.1 applies if the performance hindrance is due to an external exceptional event whose occurrence is outside of the sphere of influence of the supplier and any subcontractors and subsuppliers, and which cannot be predicted or prevented through the utmost expected care. Even the most minor culpability excludes force majeure.

7.3 If the duration of the obstruction justifiably claimed by the supplier on the grounds of force majeure has as a consequence that the company is significantly denied what they can justifiably expect due to the contract, the company has an extraordinary right of termination with a notice period appropriate to the individual case.

7.4 A withdrawal or a termination by the supplier due to force majeure is excluded – with the exception of the cases in Article 648a BGB and cases according to the following clause 7.5.

7.5 Unless explicitly agreed otherwise, either party has an extraordinary right to terminate the contract if the duration of the obstruction justifiably claimed on the grounds of force majeure exceeds 120 calendar days or the performance of the contract is completely or lastingly impossible.

8. Default/warranty/liability

8.1 For the rights of the company for material defects and defects of title (including incorrect or insufficient delivery, as well as improper installation, defective installation/operating/usage instructions) and for other breaches of duty by the supplier, the legal regulations apply insofar as not agreed otherwise. The company is entitled to the legal warranty claims in all cases without restrictions.

8.2 According to legal regulations, the supplier (seller) is liable in particular for the goods having the agreed properties when the risk is transferred to the company. The agreement regarding the properties are the product descriptions that are the object of the respective contract – especially through specifications or references in the company order – or which have been included in the contract in the same way as these conditions of purchase. It makes no difference in this respect whether the product description comes from the company, the supplier or the manufacturer.

8.3 The supplier furthermore warrants that their products correspond to the latest technology, the applicable regulations and official directives, and have unlimited suitability for the intended usage purpose. The supplier shall ensure proper quality assurance and careful outgoing product inspections, providing proof on request. The supplier has responsibility to familiarise themselves with legal regulations and official directives if it is known that the place of usage is abroad.

8.4 The company is not obliged to inspect the goods and products or to special notifications of possible damages upon contract conclusion. Partly deviating from Article 442 par. 1 line 2 BGB, the company is also entitled to unlimited defect claims if the defect was unknown to them at the time of contract conclusion following gross negligence.

8.5 The legal regulations (Articles 371, 381 HGB) apply for the commercial duty to inspect and notify, with the following terms: The duty of inspection of the company is restricted to defects that are evident upon incoming goods checks under external assessment including the delivery papers (e.g. transport damage, incorrect or insufficient delivery) or that are evident in the random checks of quality control. If acceptance is agreed, there is no inspection duty. Furthermore, it also depends to what extent an inspection is feasible in consideration of the circumstances of the individual case in the ordinary course of business. The company's obligation to give notice of defects for defects discovered later remains unaffected. Irrespective of the inspection duty of the company, the complaint by the company (notice of defects) is considered timely if it is sent within 5 working days of discovery or for evident defects upon delivery.

8.6 Supplementary performance also includes the disassembly of the defective goods and renewed installation, insofar as the type and purpose of the goods requires installation or affixing to another item; the legal claim of the company to repayment of associated expenses remains unaffected. The expenses necessary for the purpose of inspection and supplementary performance are also borne by the supplier if it emerges that there was in fact no defect. The damage compensation liability of the company in case of unjustified defect remediation requests remains unaffected; in this respect, however, the company is only liable if they have acknowledged or grossly negligently not acknowledged that there was no defect.

8.7 Notwithstanding the legal rights and regulations in the foregoing clauses, the following applies: If the supplier does not meet their supplementary performance obligation – as specified by the company either through elimination of the defect (remediation) or through the delivery of a defect-free item (replacement

delivery) – within the set appropriate deadline, the company can have the defect remedied themselves and demand from the supplier the reimbursement of the necessary expenses or an appropriate advance payment. If the supplementary performance by the supplier has failed or is not practicable for the company (e.g. due to special urgency, risk to operational safety or the threat of disproportionate damage), no further notice period is required; the company will inform the supplier of such circumstances without delay, if possible in advance. In these cases, the supplier shall provide the necessary documents (e.g. plans, drawings etc.) and details in full and without delay at the first request. The company is entitled in this case to give all the information to the third party appointed to carry out the replacement and to hand over all documents necessary for this. There is no deviating confidentiality agreement opposing this.

8.8 Furthermore, the company is entitled in case of a material defect or defect of title to reduce the purchase price or withdraw from the contract in accordance with legal regulations. In addition, according to legal regulations the company is entitled to damage and expense compensation, especially to damage compensation alongside performance.

9. Supplier regress

9.1 The company has an unlimited entitlement to the legally determined regress claims within a supply chain (supplier regress according to Articles 445a, 445b, 478 BGB) alongside defect claims. The company is entitled in particular to request the type of supplementary performance (remediation or replacement delivery) from the supplier that they owe their buyer in the individual case. The legal right of choice of the company (Article 439 par. 1 BGB) is not restricted by this.

9.2 Before the company recognises or fulfils a defect claim made by their buyer (including reimbursement of expenses according to Articles 445a par. 1, 439 par. 2 and 3 BGB), they will inform the supplier and request a written statement with a brief presentation of the facts. If a substantiated statement is not provided within an appropriate deadline and if no mutually agreed solution ensues, the actually granted defect claim by the company is considered as due to the buyer. In this case, the supplier bears the burden of proof.

9.3 The claims of the company pertaining to supplier regress also apply if the defective goods were processed further by the company or another entrepreneur, e.g. through integration into another product.

10. Producer liability

10.1 If the supplier is responsible for product damage, they shall indemnify the company against third-party claims if the cause is within their domain and organisation and they are outwardly liable themselves.

10.2 As part of their indemnification duty, the supplier shall repay expenses according to Articles 683, 670 BGB resulting from or in connection with third-party claims, including recall actions carried out by the company. The company will inform the supplier – insofar as possible and reasonable – about the content and extent of recall measures and give them the opportunity to state their case. Further legal claims remain unaffected.

10.3 The supplier shall conclude and maintain a product liability insurance with a coverage sum of at least double the order value, but in any case at least € 2,000,000.00 (two million euros) per personal/material damage, providing proof on request. If the company is entitled to damage compensation claims beyond this sum, these remain unaffected.

11. Statute of limitations

11.1 The mutual claims of the contracting parties lapse in accordance with legal regulations, insofar as not specified otherwise in the following.

11.2 Deviating from Article 438 par. 1 no. 3 BGB (Civil Code), the general statute of limitations for defect claims is 3 years from transfer of risk. If an acceptance is agreed, the statute of limitations commences upon acceptance. The 3-year statute of limitations also applies to claims pertaining to defects of title, whereby the legal statute of limitations for claims to restitution of property by third parties (Article 438 par. 1 no. 1 BGB) remains unaffected; claims pertaining to defects of title furthermore in no case expire as long as the third party can still claim the right against the company – especially in the absence of a statute.

11.3 The statutes of limitation of the sale of goods law, including the foregoing extension, apply – within the legal framework – to all contractual defect claims. If the company is also entitled to non-contractual damage compensation claims due to a defect, the regular legal statute of limitations applies (Articles 195, 199 BGB), if the application of the statutes of limitation of the sale of goods law do not lead to a longer limitation period in individual cases.

11.4 Upon first request, the supplier will assign to the company free of charge their claims against their subsuppliers or manufacturers/subcontractors, insofar as there are no damage compensation claims on the part of the company against the supplier for lack of a capacity as manufacturer.

12. Insurance

12.1 The supplier is obliged to conclude a business liability insurance with a coverage sum of at least double the order value, but at least € 2,000,000.00 (two million euros) per personal damage/material damage - flat rate - and to present an insurance proof on request; if the company is entitled to damage compensation claims beyond this sum, these remain unaffected.

12.2 The conclusion of a special assembly insurance alongside the liability insurance is to be specified in individual cases between the company and the supplier.

13. Packaging

13.1 The supplier bears the packaging costs. Upon request by the company, the supplier shall dispose of the packaging material at their own expense after completing the delivery.

13.2 If the type of manner of packaging and securing of the contractual goods for transport is not explicitly specified, the supplier is obliged to package or secure the delivery for transport so that no damage or reduction of value can occur during transport, including loading and unloading. When packing and securing for transport, the supplier is obliged to take account of any instructions by the company and of the following conditions.

13.3 The packaging must enable the safe warehousing of the supplied goods without compromising their quality. The packaging must indicate safe handling instructions in an easily visible place, including the labelling of transport packaging, identification references for reusable packaging and legal regulations regarding the manufacturing, use and other handling of the deliverable, e.g. the legal regulations for hazardous and toxic substances. The delivery slip must be affixed in an easily visible and accessible place. The delivery slip must include the supplier and company details, the delivery address according to the order, the order number, details of the quantity and package contents, in accordance with the references and order stated in the contract.

13.4 The packaging must include the gross weight and the dimensions of the packaging, indicated by a label, a colour or another clear and readable means. A delivery without fulfilment of the requirements for packaging and labelling set out in the conditions of purchase is considered defective. By concluding the contract, the supplier declares that they will fulfil the applicable legal obligations for packaging, especially in accordance with packaging law and the packaging directive in its current version.

14. Industrial property rights and intellectual property rights

14.1 The supplier is liable for the patents, licences or property rights of third parties not being infringed by the supply and use of the deliverables. The supplier bears any licence fees.

14.2 The supplier is obliged to indemnify the company against all claims that third parties make against the company because of the contravention of industrial property rights stated in this clause and to reimburse all necessary costs and any damages in connection with these claims.

14.3 The statute of limitations for these claims is 10 years, starting with the conclusion of the respective contract. These claims are independent of the culpability of the supplier.

14.4 The supplier is obliged not to publish, make accessible to third parties or use in the interests of a third party any documentation (especially that was developed by the supplier for the purpose of contract fulfilment) whose development the company was involved in, financed or co-financed. This documentation or software may be used by the supplier exclusively for contract fulfilment. After contract fulfilment or its termination on whatever grounds, the supplier is obliged to hand over the documentation or the software source code to the company free of charge, to transfer the property rights to the company and to destroy any copies (including copies of data) made for the purpose of contract fulfilment.

14.5 The supplier declares that all performance components pertaining to industrial or other intellectual property rights are due to the company from the day of acceptance. The rights due to the company according to the aforementioned sentence comprise the sole, unrestricted right to use in the widest possible sense, in accordance with the applicable legal regulations for the respective type of industrial or intellectual property. The right to use these items is not limited in time or territory, it is assigned as a gratuitous and assignable right with sublicence rights and without the consent of the originator or owner of the industrial or intellectual property. Every remuneration for the granting of these rights is included in the contractually agreed price.

15. Retention of title/assignment

15.1 The company retains intellectual property rights and copyrights to images, drawings, calculations, instructions, product descriptions and other documents that form part of or an annex to the contract or are handed over to the supplier during the performance of the respective contract. These documents may not be made accessible to any third party without the explicit written permission of the company. They are to be used exclusively for carrying out the existing contract and may not be used for other commercial purposes or by clients of the supplier. After fulfilment of the contract, these are to be returned unprompted to the company. They are to be kept confidential towards third parties even after the termination of the contract; in this respect the provisions in clause 17 (business secrets and confidentiality/data privacy) apply in addi-

tion. The duty of confidentiality only expires if and insofar as the knowledge contained in the documents provided has become common knowledge.

15.2 The aforementioned provisions in clause 15.1 apply accordingly for media and materials (e.g. software, finished and semi-finished products), as well as tools, models, templates and other items that the company provides the supplier with for manufacturing. Such items are – insofar as they are not processed – to be stored separately at the expense of the supplier and secured to an appropriate extent against destruction and loss.

15.3 The assignment of the goods to the company is regardless of the payment of the price. However, if in an individual case the company has accepted an offer from the supplier conditional on the purchase price payment, the retention of title of the supplier expires at the latest with the purchase price payment for the delivered goods. The company remains entitled to onward sales of the goods in ordinary business even before the purchase price payment, under the advance assignment of the resulting dues (alternatively application of the retention of title extended to onward sale). This excludes all other forms of retention of title, especially retention of title that is extended, passed on and extended to further processing.

15.4 The processing, mixing or combining (further processing) of provided items by the supplier is carried out for the company. The same applies to the further processing of the supplied goods by the company, making them a manufacturer, acquiring ownership of the product at the latest upon further processing in accordance with legal regulations.

15.5 The supplier is not entitled to assign claims from the business relationship in full or in part to third parties, unless the assignment follows the written consent of the company.

16. Quality assurance/quality

16.1 In addition to the aforementioned provisions, all deliveries or services are to be carried out in accordance with all legal regulations, technical requirements and applicable technical and safety norms relevant to the object of the contract, in line with both mandatory and recommended norms. Material and immaterial items that are part of the deliveries may not be burdened by legal compromises, e.g. rights of lien.

16.2 The supplier will ensure quality assurance and compliance with other management processes, depending on the type and scope of the delivery or service, in accordance with the latest technology as well as legal and other requirements. The supplier is obliged to prove this fact at the request of the company or to enable the company to carry out a quality inspection or checking of the management system. If required, the supplier shall conclude with the company a corresponding agreement regarding the assurance of quality and associated processes.

16.3 Supplied products, components and parts used for their manufacture must be new, unused, undamaged and made of quality materials. If these are made based on templates, designs or drawings, they must correspond fully to these templates, designs or drawings.

16.4 supplier is obliged to inform the company at the latest on the date of handing over the delivery of the country of origin of the materials or parts used.

16.5 The supplier is obliged for the duration of the liability period to maintain a management system at least of the same scope and quality that it was at the time of contract conclusion with the company.

17. Business secrets and confidentiality/data privacy

17.1 All information provided by the company to the supplier, as well as the contractual relationship itself, are considered as confidential and as business secrets. The supplier is obliged to maintain strict confidentiality regarding all documents and information received from the company for the purpose of performing the contract. Passing on to third parties is not permitted. An exception to this is a legal disclosure mandate for the supplier and in such a case the supplier shall inform the company immediately in advance, insofar as legally admissible. If information is to be passed on from the supplier to their subcontractors, it requires explicit prior written approval. The supplier is liable to the company for all damages and compromises arising from a transgression of this regulation. The supplier shall maintain the strictest confidentiality towards third parties regarding all documents and information (also given verbally) relating to the business operations of the company. The duty of confidentiality expires when and insofar as the manufacturing knowledge provided in the drawings, designs, descriptions and other documents has become general knowledge. The supplier shall ensure that this duty of confidentiality is also complied with by their employees and other fulfilment and vicarious agents. This duty of confidentiality also continues after termination of the contractual relationship.

17.2 The supplier warrants that all personal data pertaining to the contractual relationship is processed in accordance with applicable data privacy regulations. The company as the controller will use the personal data stated in the respective contract (order) to the required extent, in line with the directive of the European Parliament and of (EU) No. 2016/679 (GDPR), as well as for the necessary protection of rights for the company pertaining to concluded contracts, and in line with the standards presented by the company, in order to fulfil the conditions set out by the GDPR.

18. Contract duration and termination

18.1 The contract comes into effect through the order and acceptance as defined by clause 2 and ends with the fulfilment of the last performance obligation by the supplier, without requiring termination, unless agreed otherwise.

18.2 Both parties have the right to terminate the contract for an important reason without adhering to a notice period. An important reason includes facts due to which the terminating party cannot reasonably continue the contract under consideration of all the circumstances of the individual case and of the interests of the parties. An important reason for the termination without notice by the company can also be if the supplier culpably infringes significant contractual duties. If the important reason consists in the breach of a contractual duty, the termination is only permissible after the unsuccessful expiry of a grace period or after an unheeded warning, unless there are special circumstances (e.g. serious and definite fulfilment refusal) that justify the immediate termination, and termination can only be within 30 calendar days from gaining knowledge of the facts justifying termination (termination notice period). If the termination is for an important reason for which the supplier is responsible, the supplier shall repay to the company any payments already made by the company for services or deliveries that are not completed and for which the company has no use, within 30 calendar days of receipt of the termination; the repayment is cost-neutral for the company. Damage compensation claims instead of the performance or other legal claims of the company remain unaffected. In case of termination for an important reason, the supplier has no entitlement to claim damage compensation in relation to this termination. However, if the termination is for reasons for which the supplier is not responsible and do not represent a force majeure, the supplier is entitled to a balance claim according to clause 18.4.

18.3 If insolvency proceedings are opened against the assets of the supplier or this is rejected due to a lack of assets, as well as in comparable cases, the company has the right to terminate the contract without notice for an important reason.

18.4 The company is entitled to terminate the contract with the supplier at any time in part or in full if the ordered delivery or service is deemed no longer usable by the company due to circumstances occurring after contract conclusion. In this case, the supplier is entitled to a balance payment amounting to the value of the partial services or deliveries provided, whereby the resale value is to be offset, plus reimbursement of the unavoidable costs for partly finished and processed parts, plus the respective rate of profit. All payments due in relation to the contract, including the balance payment, may not exceed the sum that the supplier would have been due upon fulfilment of the unterminated contract. The supplier must prove the facts underlying the claims made. The supplier must offset against the balance payment the expenses saved following the termination of the contract or gains due to alternative use or maliciously neglects to gain.

18.5 Any termination must be made in writing in order to be valid, as defined by Article 126 BGB.

19. Final provisions

19.1 The law of the Federal Republic of Germany applies to these conditions of purchase and the contractual relationship between the company and the supplier, under exclusion of international uniform law, including the UN Convention on Contracts for the International Sale of Goods.

19.2 If the supplier is a businessperson as defined by the Commercial Code, a legal entity under public law or a special asset under public law, the exclusive – also international – place of jurisdiction for all disputes arising from the contractual relationship is the place of business of the company. The same applies if the supplier is an entrepreneur as defined by Article 14 BGB (Civil Code). However, the company is in all cases also entitled to file a suit at the place of fulfilment of the delivery in accordance with these conditions of purchase or any individual agreement that takes precedence, or at the general place of jurisdiction of the supplier. Legal regulations that take precedence, especially regarding exclusive responsibilities, remain unaffected.

19.3 The contract is binding for the legal successors to both contracting parties. The contracting parties are only bound to commercial practices that they agree on in writing.

19.4 These General Conditions of Purchases are available in different language versions, whereby in case of contradictions or differences in interpretation, the German language version is decisive for the interpretation.