

**1. Validity of these Terms and Conditions**

1.1 These Terms and Conditions of Purchase shall apply exclusively to the entire business relationship, including future business relationships, between the Buyer and the Seller, provided the Seller is a merchant, a legal entity under public law or a special fund under public law. Any deviating terms and conditions of the Seller shall not apply.

1.2 If a framework agreement exists between the Buyer and the Seller, these Terms and Conditions of Purchase shall apply both to this framework agreement and to the individual order. Despite the designation as Buyer and Seller, these Terms and Conditions of Purchase shall also apply to other types of contracts. A precedent for the classification, for example, as purchase contracts, contracts for work and materials, contracts for work and services is not to be seen in this.

**2. Severability clause**

Should one or more provisions of the contract concluded between the seller and the buyer be or become invalid for reasons not based on statutory provisions regulating general terms and conditions, the validity of the remaining provisions of the contract shall not be affected. The ineffective provisions shall be replaced with retroactive effect by the effective provisions which come closest to the purpose intended by the parties when the contract was concluded. The same shall apply in the event of a gap in the respective contract.

**3. Conclusion of contract, written form**

3.1 Offers made by the Buyer shall be non-binding until the contract has been concluded.

3.2 In any case, a notification to the Buyer is no longer without undue delay if it is not received by the Buyer within seven days.

3.3 Any amendments or additions to the contract, with the exception of an amendment within the meaning of clause 1.1, sentence 3, shall require written confirmation by the Buyer to be effective. This shall also apply to the amendment of the contractual written form requirements.

3.4 Rescissions or declarations of withdrawal shall only be effective if they are made in writing.

**4. Delivery date, delivery**

4.1 The delivery time is determined by the Buyer's purchase order and is binding. In the event of expected delays, the Buyer shall be notified in writing without delay, stating the reasons and the expected duration.

4.2 The ordered goods shall be shipped to the registered seat of the Buyer or, if applicable, the place of delivery specified in the Buyer's purchase order. If delivery is not made to the address stated in the order for reasons for which the Seller is responsible, all costs incurred as a result of rescheduling and any damage suffered by the Buyer as a result of the delay shall be borne by the Seller.

4.3 Should the Seller overrun the contractually agreed delivery time, the Buyer is entitled to reject the acceptance of the goods without notice and to hold the Seller liable for damages caused by the delay or to charge the Seller a conventional penalty of 1% per started week, but not more than 5% of the gross order value. A reservation of the conventional penalty not expressed during the acceptance of the services can still be made in retrospect up to one month after receipt of the invoice.

4.4 If a contractual penalty has been agreed, Sections 340 (1) and 341 (3) of the German Civil Code (BGB) shall not apply. Instead of the contractual penalty, the Buyer's statutory claims may be enforced. In the event of partial deliveries, the Buyer may, at its option, refuse to accept either the total quantity or the remaining partial quantity. Acceptance of a partial delivery by the Buyer shall not oblige the Buyer to accept the remaining partial delivery at a later date.

4.5 If the delivery quantity is exceeded, the Buyer shall not be obliged to accept the excess quantity, but shall be entitled to do so, whereby acceptance of the excess quantity may also be tacit. In the event of acceptance of the excess quantity, the Buyer may charge freight surcharges as well as the overtime incurred by it due to the excess quantity to the Seller. If the Buyer accepts the excess quantities, the agreed unit price shall be reimbursed to the Seller.

4.6 Force majeure and all other events which cause the Buyer's interest to cease, such as war, riot, confiscation, official measures, strikes, epidemics, fire, other natural events and traffic disruptions shall suspend the Buyer's obligations for the duration of the effects of the force majeure without being obliged to pay damages towards the Seller.

**5. Shipment, transfer of risk and packaging**

5.1 Unless otherwise agreed, deliveries shall be made for the account and at the risk of the Seller, even if the Buyer carries out the transport itself.

5.2 If the Seller carries out the transport, transport insurance may only be taken out at the Buyer's expense with the Buyer's express consent. If necessary, the Seller shall name the Buyer as beneficiary.

5.3 The delivery note and the packaging must enable the goods delivered to be clearly classified at all times. The delivery note must - in addition to the usual delivery details - contain the Buyer's order numbers for traceability purposes. The Buyer shall not be obliged to accept a delivery if the above requirements are not met.

5.4 For each delivery, the buyer and the recipient must be sent a specified dispatch note immediately after departure, stating the order number, and indicating the type of packaging, package number, weight, etc. The delivery note must also contain the usual delivery details for traceability purposes.

**6. Prices**

The price stated in the buyer's order shall be agreed. Unless expressly agreed otherwise, all prices are quoted in EURO free agreed address, i.e. including all transport costs such as packaging, freight, transport insurance and customs duty. The statutory value added tax shall be added and shown separately, insofar as it concerns a delivery item subject to turnover tax.

**7. Terms of payment, prohibition of assignment**

7.1 The Seller's invoices shall be due for payment - if and to the extent that they do not conflict with any rights of the Buyer - within 60 days after receipt of an invoice with all legally stipulated contents (in particular sections 14 and 14a of the German Value Added Tax Act) and receipt of the goods.

7.2 Invoices shall show the order number, the delivery note number and the place of delivery of the Buyer.

7.3 In the event of payments by the Buyer within 14 days, the Buyer shall be entitled to apply a discount of 3% on the net price. The conditions of 7.1. and 7.2. shall be decisive for the beginning of the discount period.

**8. Warranty**

8.1 The Seller warrants that the goods comply with the statutory and administrative regulations applicable to their distribution and use, that right and title to the goods passes to the Buyer at the latest upon delivery and that the contractual use of the goods delivered does not infringe the rights of third parties. In case of §438 (1) No. 3 BGB a limitation period of three years shall apply to material

defects and defects of title. The Seller shall indemnify the Buyer against all claims of third parties and shall also be liable to the Buyer for all damages arising from a claim by a third party as soon as such claims are asserted until final clarification of the existence of the claims. In the event of a dispute, the Buyer shall have a right of retention against all payment claims of the Seller; namely up to the amount of the invoice price of the disputed goods plus the expected damage.

8.2 The Seller shall undertake an outgoing goods inspection; therefore, the Buyer shall only inspect the delivered goods for quantity and correct identity. In the event of an appropriate inspection of identifiable defects, these may be notified up to 14 working days after receipt of the goods, unless the nature or type of the goods requires a longer inspection period. The seller waives his rights to this extent. In the case of machines and components thereof, an inspection period until the first full load operation in the Buyer's facilities is required. The above provisions on inspection and notification of defects shall only apply to contracts for sale and contracts for work and materials.

8.3 Otherwise, the statutory provisions shall apply. In addition to these provisions, the Buyer may remedy minor defects itself in fulfillment of its duty to minimise damage without prior consultation with the Seller if the costs incurred thereby are lower than the costs of waiting for subsequent performance by the Seller. The costs shall be borne by the Seller.

8.4 The place of subsequent performance is the place where the defective good is located. The return of defective services/deliveries shall be at the expense and risk of the Seller.

8.5 The limitation period for spare parts ordered at the same time as the main item and designated as spare parts in the contract shall begin with the commissioning of the spare parts if the spare parts are properly stored and shall be 3 years. It ends at the latest 5 years after the handover of the spare parts.

8.6 For repaired or newly delivered parts of the Seller pertaining to subsequent performance, the warranty period shall begin anew with the repair or new delivery.

**9. Retention of title**

Retention of title is unacceptable. The processing and treatment of the goods delivered to the Buyer shall be carried out by the Buyer exclusively for the manufacture of its products for its own purposes. Any deviating provisions shall have no legal effect, even without renewed objection by the Buyer in the individual case.

**10. Product Liability**

10.1 If a claim is made against the Buyer on account of a defect in the goods delivered or a resulting defect in the product manufactured from the goods delivered on the basis of product or manufacturer's liability for which the Seller is liable, the Seller shall indemnify the Buyer against the resulting liability and compensate the Buyer for all damages in connection therewith. The damage to be compensated to the Buyer shall also include the pure financial loss.

10.2 If the Buyer should have discovered the defect and / or taken measures to avert the damage, only intent and / or gross negligence on the part of its executive bodies, employees and vicarious agents shall be attributed to the Seller.

10.3 Insofar as the Buyer decides to recall - if necessary, also as a precautionary recall - the delivered goods or the product manufactured from the delivered goods due to a defect in the delivered goods, the Seller shall provide it with appropriate support and assistance. This includes that the Seller providing the buyer with the information necessary for the most cost-effective implementation of recall actions in an appropriate format. To this end, the seller shall ensure a forward-backward traceability of each individual part. The Seller is also obliged to reimburse the Buyer for the costs associated with precautionary recall actions in accordance with the above provisions.

10.4 The Seller waives any right of recourse against the Buyer in connection with product or manufacturer's liability. This shall not apply in the event of intent or gross negligence or slightly negligent breach of material contractual obligations (the fulfillment of which is a prerequisite for the proper performance of the contract and on the observance of which the contractual partner may regularly rely) by the Buyer and in the event of intentional or negligent injury to life, limb and health by the Buyer.

**11. Offsetting and retention**

11.1 The Seller shall only be entitled to set-off or to assert rights of retention if the counterclaim is either undisputed or has become res judicata.

11.2 The Seller's rights of retention may only be based on claims which are based on the same contractual relation.

**12. Sustainability**

The Seller undertakes to use environmentally friendly products and processes within the scope of economic and technical possibilities. The Seller shall also ensure that its deliveries and services comply with the applicable human rights, occupational health and safety, animal welfare, environmental protection and energy management regulations.

**13. Confidentiality obligation**

The Seller undertakes to keep secret any information about the Buyer's technical and commercial knowledge of which it becomes aware in the course of the business relationship, at least in accordance with ISO 27001 ff, and to use it only for the contractually intended purposes. This obligation shall apply for the duration of the business relationship. It shall furthermore apply for a period of 5 years after its termination. Trade secrets are to be kept secret until the loss of the qualification as a trade secret. It does not apply to knowledge which has become public knowledge without breach of this confidentiality obligation, which was demonstrably already known to the Seller prior to transmission or which was subsequently developed independently of the knowledge transmitted or which was communicated to him by third parties without breach of a confidentiality obligation.

**14. Place of performance, place of jurisdiction, applicable law**

14.1 The place of performance for payment and delivery of the goods shall be Hamburg, insofar as the Seller is a merchant, a legal entity under public law or a special fund under public law. The place of jurisdiction shall be the defendant's registered office or Hamburg, at the plaintiff's option.

14.2 German substantive law shall apply exclusively, with the exclusion of private international law and the UN Convention on Contracts for the International Sale of Goods (CISG).

**15. Data protection**

The Buyer is entitled to process and store data about the Seller obtained in connection with the business relationship - also if these are from third parties - in compliance with the Federal Data Protection Act and to allow third parties commissioned by the Buyer to process and store said data.

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