



**General Terms of Purchase** (Status 01/2024)

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**I. General - Scope**

- These General Terms of Purchase shall find sole application in all our transactions with suppliers or other contractors. We herewith reject any sales, delivery or other business terms proffered by the Supplier. This shall also apply if the Supplier's sales, delivery or other business terms include regulations which go beyond the regulations in these Terms of Purchase. Our Terms of Purchase shall also apply if we accept the goods or service without reservation while being aware that the Supplier's terms may contradict or deviate from ours. All other agreements concluded between ourselves and the Supplier for the purpose of executing a contract must be recorded in writing in the contract. Our Terms of Purchase shall also apply to all business conducted with the Supplier in the future.
- We reserve the right to amend these Terms of Purchase with due effect on the entire future business relationship with the Supplier after giving due notice. The Supplier shall be notified thereof in writing, and the notification shall refer to the Supplier's right of withdrawal. If the Supplier does not exercise his right of withdrawal within four weeks of receiving the notification, it shall be assumed that he accepts the modified Terms of Purchase.
- If we have concluded a General Agreement with the Supplier, these Terms of Purchase shall apply to both the General Agreement and the individual orders placed, insofar as no alternative is agreed in the General Agreement.

**II. Order and Other Declarations**

- Orders shall only be deemed binding when we have placed or confirmed them in writing. This shall also apply to other declarations.
- We shall retain all title and copyright to illustrations, drawings, calculations and other documents. They may not be made accessible to third parties unless we give our express consent in writing. They shall be used solely to manufacture the items in our order. They shall be returned to us at our request once our order has been executed or after the business relationship has been terminated. They must be kept secret from third parties, even after termination of the contract. The confidentiality obligation shall only expire if and insofar as the knowledge contained in the documents provided has become generally known. Special confidentiality agreements and statutory provisions on the protection of secrets shall remain unaffected.
- The Supplier shall confirm the order in writing immediately after receipt. If we receive no proper confirmation within 14 days of the order date, we shall be entitled to revoke our order while excluding all compensation claims.

**III. General**

- The Supplier shall undertake to have the order executed professionally by correspondingly trained and experienced personnel and to check that all agreements and regulations are complied with as per these Terms. Should it become clear while handling the order that the Supplier cannot execute the order properly and professionally, we shall be entitled to cancel the order.
- By accepting the order, the Supplier binds himself to comply with the accident prevention and occupational safety regulations relevant and applicable to the items ordered and with the general accident prevention and occupational safety regulations.
- When supplying his goods and services, the Supplier shall undertake to comply with the environmental management principles of the relevant standards. His goods and services shall invariably be environmentally friendly and recyclable; prohibited materials may not be used. The Supplier shall guarantee to comply with all environmental laws and ordinances when procuring and/or manufacturing the items supplied.
- When manufacturing the goods or rendering the services ordered, the Supplier shall comply with all the norms and standards required by the latest technology. Should special regulations apply in addition to the general standards, these shall be stipulated in the respective order.
- The Supplier shall comply with competition law. If the Supplier has demonstrably entered into an agreement which constitutes an unlawful restriction of competition and which relates to the contractual products in whole or in part, the Supplier shall pay us 15 per cent of the order amount as compensation, unless a different amount of damages is proven.
- If the Supplier breaches one of the obligations specified in the above sections III. No. 1 to 4, he shall indemnify us against all costs, damages and/or other obligations resulting therefrom, including the reasonable costs of legal prosecution or defence.

**IV. Prices – Orders**

- The price agreed is fixed. Price changes must be expressly accepted by the Customer.
- Prices quoted "free domicile", "free... destination" or other "free..." terms shall include carriage and packaging costs. We shall only pay for packaging if an appropriate amount has been expressly agreed.
- If the term agreed is "Carriage forward", we shall only pay the cheapest freight charges unless we have requested a specific delivery method.

**V. Assignment**

Claims due to the Supplier from his business relationship with us may not be assigned unless our express agreement has been obtained in writing. In the event of the Supplier having assigned a counterclaim due from us to a third party, we shall be entitled to pay the Supplier while indemnifying the third party.

**VI. Retention of Title**

- The transfer of ownership of the goods to us must take place unconditionally and without regard to the payment of the price. However, if in individual cases we accept an offer of the Supplier to transfer ownership conditional on payment of the purchase price, the seller's retention of title shall expire at the latest upon payment of the purchase price for the delivered goods. We remain authorised to resell the goods in the ordinary course of business even before payment of the purchase price with advance assignment of the resulting claim (alternatively validity of the simple retention of title extended to the resale). This excludes all other forms of retention of title, in particular the extended retention of title, the forwarded retention of title and the retention of title extended to further processing. We shall not recognise contradictory terms proffered by the Supplier; they are



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herewith expressly rejected and shall not become an integral part of the contract.

- The Supplier may only reclaim any goods to which he holds the title if he previously withdraws from the contract.

### VII. Packaging/Transport

- Packaging and dispatch regulations shall be specified in the respective order.

### VIII. Declaration of Prohibition and Renunciation

We herewith expressly prohibit the arrangement of insurance cover against damages as per Section 21.3. ADSp (General Terms for Freight Forwarders) and of cargo insurance cover by the freight forwarder, and declare ourselves a prohibitory/renouncing customer. This declaration of prohibition and renunciation shall be valid until revoked except for individual orders placed on alternative terms. Any damage or cargo insurance premiums charged by the Supplier on consignments delivered after the date above shall be deducted from his invoices.

### IX. Payment Terms

- In the absence of any alternative agreement or more favourable conditions offered by the Supplier, payments shall be made within 30 days.
- Payment deadlines shall commence from receipt of invoice but not before the goods have been received, the services rendered or, if documents, test certificates or similar papers must be supplied, not before they have been handed over to us as per the terms of the contract.
- In the event of consignments being delivered early, the payment deadline shall be calculated according to the agreed delivery date.
- We pay by cheque or bank transfer. Payment shall be deemed to have been received punctually if the cheque was posted or the transfer requested from the bank on the due date.
- The payment of maturity interest is herewith excluded for both parties. Default interest shall be paid at a rate 5% above the base rate as per Section 247 BGB (German Civil Code). We shall be entitled in all instances to prove that the damage caused by the default is less than that inferred by the Supplier.
- We shall be entitled to rights of set-off and retention as well as the plea of non-performance of the contract to the extent permitted by law. In particular, we shall be entitled to withhold due payments as long as we are still entitled to claims against the Supplier arising from incomplete or defective services.
- The Supplier shall only have a right of set-off or retention on the basis of legally established or undisputed counterclaims.

### X. Documentation

The Supplier shall send us the necessary documentation and certificates in the quantity and languages requested and at the time specified. The documents and certificates are an express part of the consignment, and payment will not be made if they are not supplied. The documents and certificates shall be supplied in machine-readable or printed form. Any data carriers required shall be procured by the Supplier and included in the purchase price.

### XI. Delivery Dates/Delays

- The delivery date shall be deemed to have been complied with if the consignment is ready for collection (after due notice) or reaches the delivery address on the due date. Agreed delivery dates are binding. The Supplier shall compensate us for all costs incurred by delays in delivery for which he is responsible.
- Our payments are conditional on compliance with the agreed dates. Should the Supplier realize that the agreed dates cannot be met for any reason, he shall notify us thereof immediately, citing the reason and the predicted duration of the delay.
- If the delivery date cannot be met on grounds for which the Supplier is not responsible, we shall extend the deadline as appropriate; if this deadline is not met, we shall be entitled to withdraw from the contract, obtain a replacement from a third party and/or to claim compensation for non-fulfilment at our discretion.
- If the dates stipulated in the order cannot be met on grounds which are the Supplier's responsibility, he shall be obliged to pay a contractual fine amounting to 1% per week starting in the week in which the goods were to have been delivered; however, this fine shall not exceed 5% of the order value. We shall be entitled to claim this contractual penalty until receiving the final invoice, even if we have not expressly reserved the right thereto when accepting delayed consignments. The contractual penalty shall not exclude further statutory claims, but is to be offset against any further claim for damages.
- Short and surplus deliveries may only be made with our express written permission. We shall be entitled to return both surplus deliveries and unauthorized part-deliveries at the Supplier's expense; the corresponding amount shall be deducted from the invoice.

### XII. Transfer of Risk – Documents

- Deliveries shall be made "free domicile" insofar as no alternative agreement has been made.
- The delivery addresses provided must be noted. Delivery to a recipient other than that specified by us shall not result in a transfer of risk for the Supplier if this recipient accepts the consignment. The Supplier shall bear the additional expense incurred by us if the consignment is sent to an address other than that specified.
- The Supplier shall quote our exact order number, the item(s) ordered, a description of the parts and the material number on all dispatch documents and delivery notes. We disclaim all responsibility for delays in processing should he fail to do so.

### XIII. Parts Requiring Export Permits

Should any order contain parts requiring export permits, the Supplier shall declare these separately as per the export list and send this declaration to us together with the order confirmation.

### XIV. Acceptance

If acceptance procedures have been arranged for the goods ordered, these shall be divided into two phases.

- Preliminary acceptance in the Supplier's factory**  
We reserve the right to subject the items ordered to a preliminary acceptance procedure in the Supplier's factory in order to approve them for dispatch. We shall specify the parameters for the preliminary acceptance procedure beforehand. Should we dispense with a preliminary acceptance procedure, the Supplier's factory acceptance documented by test certificates shall apply accordingly. The Supplier shall invite us to the preliminary test procedure in due time before the items ordered are dispatched. The parties shall document the preliminary acceptance procedure jointly. We reserve the right to perform further preliminary acceptance procedures on the premises of the Supplier's subcontractors.
- Final acceptance**  
The final acceptance procedure shall be performed on our premises or on the end-user's premises. Any defects occurring before the final acceptance procedure shall be remedied by the Supplier in the context of his liability for defects as per the "Supplier Liability" clause of these Terms of Purchase. Only afterwards shall the order be deemed to have been technically fulfilled as per the contract.

### XV. Liability for Defects and Limitation

- The Supplier shall procure goods for us with no material defects or defects of title. He shall in particular be responsible for ensuring that the goods he supplies and services he renders comply with the recognized technical regulations and the properties and norms specified in the contract, and that they fulfil the purpose for which they were originally intended.
- The Supplier shall undertake only to supply goods that are absolutely free of ionizing radiation. The Supplier shall bear all costs and damages incurred by any breach of this obligation.
- The statutory provisions and, exclusively in our favour, the following supplements and clarifications shall apply to our rights in the event of material defects and defects of title of the goods (including incorrect and short delivery as well as improper assembly/installation or defective instructions) and in the event of other breaches of duty by the Supplier.



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- In accordance with the statutory provisions, the Supplier shall be liable in particular for ensuring that the goods have the agreed quality upon transfer of risk to us. In any case, the agreement on quality shall be deemed to be those product descriptions which – in particular by designation or reference in our order – are the subject of the respective contract or have been included in the contract in the same way as these GTP. It makes no difference whether the product description originates from us, the Supplier or the manufacturer.
- In the case of goods with digital elements or other digital content, the Supplier shall be responsible for providing and updating the digital content, in any case to the extent that this results from a quality agreement in accordance with No. 4 above or other product descriptions of the manufacturer or on its behalf, in particular on the Internet, in advertising or on the product label.
- We are not obliged to inspect the goods or make special enquiries about any defects when the contract is concluded. Partially deviating from Section 442 para. 1 sentence 2 BGB, we are therefore entitled to claims for defects without restriction even if the defect remained unknown to us upon conclusion of the contract due to gross negligence.
- The statutory provisions (Sections 377 and 381 of the German Commercial Code (HGB)) shall apply to the commercial duty to inspect and give notice of defects, subject to the following proviso: Our duty to inspect shall be limited to defects which become apparent during our incoming goods inspection by external examination, including the delivery documents (e.g. transport damage, incorrect and short delivery) or which are recognisable during our quality control by random sampling. If acceptance has been agreed, there is no obligation to inspect. Otherwise, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later remains unaffected. Notwithstanding our duty to inspect, our complaint (notification of defects) shall in any case be deemed to be immediate and timely if it is sent within eight working days from discovery or, in the case of obvious defects, from delivery.
- Subsequent performance shall also include the removal of the defective goods and reinstallation, provided that the goods were installed in another item or attached to another item in accordance with their nature and intended use before the defect became apparent; our statutory claim to reimbursement of corresponding expenses (removal and installation costs) shall remain unaffected. The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs as well as any dismantling and installation costs, shall be borne by the Supplier even if it turns out that there was actually no defect. Our liability for damages in the event of unjustified requests to remedy defects shall remain unaffected; however, we shall only be liable in this respect if we recognised or were grossly negligent in not recognising that there was no defect.
- Without prejudice to our statutory rights and the provisions in No. 7 above, the following shall apply: If the Supplier fails to fulfil its obligation to provide subsequent performance – at our discretion by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery) – within a reasonable period set by us, we may rectify the defect ourselves and demand compensation from the Supplier for the necessary expenses or demand a corresponding advance payment. If the subsequent fulfilment by the Supplier has failed or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline needs to be set; we shall inform the Supplier of such circumstances immediately, if possible in advance.
- Furthermore, we shall be entitled to reduce the purchase price or withdraw from the contract in the event of a material defect or defect of title in accordance with the statutory provisions. We shall also be entitled to compensation for damages and expenses in accordance with the statutory provisions. Our warranty claims shall expire after three years. The limitation period for software installations shall be four years. The limitation periods shall commence on issuing a punctual notification of defect as per no. 7 above. If acceptance has been agreed, the limitation period shall commence upon acceptance. The 3-year limitation period shall also apply accordingly to claims arising from defects of title, whereby the statutory limitation period for third-party claims in rem for restitution (Section 438 (1) No. 1 BGB) shall remain unaffected; claims arising from defects of title shall not become time-barred in any case as long as the third party can still assert the right – in particular in the absence of a limitation period – against us.
- The Supplier's liability shall end no later than ten years after delivering the goods. This limitation shall not apply if our claims are based on facts which the Supplier was or could have been aware of but did not disclose to us.  
The limitation period for spare parts ordered at the same time as the main article and described as spare parts in the contract shall begin when the spare parts are put to use, provided they have been stored correctly. It shall end no later than three years after delivery of the main item and receipt of the spare parts, insofar as these were not delivered together with the main item. In the case of parts repaired or replaced by the Supplier, the limitation period shall commence when the repair is complete or the replacements have been delivered.
- The Supplier shall undertake to keep constant quality assurance measures in place by performing suitable tests and checks, particularly before dispatching the goods. He shall document these tests and checks.
- For purposes of fulfilment, the Supplier shall now assign to us all claims due to him from his own suppliers by reason of and in connection with the supply of defective goods or goods which do not have the assured and guaranteed properties. He shall provide us with all documents required to assert these claims.

### XVI. Product Liability – Indemnification – Liability Cover

- If the Supplier is responsible for any damage to a product, he shall undertake to indemnify us for third-party compensation claims on first being requested to do so insofar as the cause is under his control and within his area of organization and he is himself liable to third parties.
- In the context of his liability for damage as per par. 1, the Supplier shall also undertake to reimburse any expenses incurred by us in connection with any product recall pursuant to Sections 683, 670 BGB and Sections 830, 840, 426 BGB (German Civil Code). We shall notify the Supplier of the product recall measures to be implemented in such an instance and give him the opportunity to state his opinion. Other legal claims shall remain unaffected.
- The Supplier shall undertake to take out product liability insurance cover to the amount of € 5million per incident of bodily injury/material damage and to provide us with evidence thereof when requested. Any further claims due to us shall remain unaffected.
- If we should have found the defect for which the Supplier is responsible and/or implemented measures to avert the damage, we shall only be imputed with wilful intent and/or gross neglect on the part of our organs, staff and auxiliaries in terms of our relationship with the client. The Supplier shall refrain from asserting claims for recourse against us in connection with product or manufacturer liability. However, this waiver shall not apply cases of wilful intent, gross neglect or culpable breaches of major contractual obligations on our part or to injuries to life, limb or health caused wilfully or by neglect.

### XVII. Provisions – Tools

Any parts provided to the Supplier shall remain our property. The Supplier shall perform any processing or adjustments on our behalf. Tools shall also remain our property; the Supplier shall undertake only to use them to manufacture the items ordered by us. The Supplier shall undertake to insure our tools against fire, flood and theft at the new value at his own expense.

### XVIII. Confidentiality

- The Supplier shall undertake to treat the documents, information, expertise etc. entrusted to him in strict confidence, to refrain from making them accessible to third parties and only to use them for the project/order which is the subject of the contract. The Supplier shall bind all staff and third parties who become cognizant of such documents, information etc. to a confidentiality undertaking. These confidentiality obligations shall also apply after termination of the contract. The confidentiality obligations shall only expire if and insofar as the knowledge contained in the documents provided has become generally known. Special confidentiality agreements and statutory provisions on the protection of secrets shall remain unaffected.
- Should the Supplier violate this confidentiality clause, it shall be understood that compensation can be claimed from him with all due consequences.
- If the Supplier does not receive an order after undergoing the enquiry/offer procedure, he shall not be permitted to use the documents, information, expertise etc. provided by the enquirer; the confidentiality undertaking shall also remain in force in such instances, likewise the consequences associated with the Supplier's liability for compensation.
- These obligations shall not apply to information which is general knowledge and can be proven to have been processed independently or acquired legally by any third party. This confidentiality undertaking shall also apply to future orders.
- Should the Supplier breach the confidentiality undertaking, he shall undertake to compensate us financially for each violation at a rate set and deemed appropriate by us. We and/or the Supplier shall be entitled to request the competent court to examine the amount of compensation payable.

### XIX. Third-Party Property Rights

The Supplier shall be liable for claims arising from breaches of registered or granted property rights when using the goods and services ordered as per the contract. The Supplier shall indemnify both us and the operators of the items ordered for claims arising from the use of such rights.



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### XX. Service and Spare Parts Guarantee

The Supplier shall guarantee the availability of spare parts for a period of 10 years, the ability to send spare parts from his product range within 24 hours and the rendering of services by his fitters on working days within 24 hours, calculated from the time we request them.

### XXI. Severability Clause

Should individual clauses in these Terms be legally invalid, this shall not affect the validity of the remaining clauses.

### XXII. Place of Fulfilment/Legislation/Place of Jurisdiction

These GTP and the contractual relationship between us and the Supplier shall be governed by the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods. If the Supplier is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive – also international – place of jurisdiction for all disputes arising from the contractual relationship shall be our registered office. The same applies if the seller is an entrepreneur within the meaning of Section 14 BGB. However, in all cases we shall also be entitled to bring an action at the place of fulfilment of the delivery obligation in accordance with these GTP or an overriding individual agreement or at the Seller's general place of jurisdiction. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.