GENERAL CONDITIONS OF PURCHASE
Version 09/2026

I. Contents of Contract and its Conclusion

1. These General Conditions of Purchase ("Conditions") shall apply to all – present and future – orders of goods and services and their transactions. Conflicting conditions or any of the Supplier's terms and conditions which differ from these Conditions will not be accepted unless otherwise specified in our contract with the Supplier. If we accept the goods without further objection, this may in no case be considered as our acceptance of Supplier's conditions. The same applies if we conclude contracts on electronic platforms and the conclusion of the contract is technically only possible if we declare our agreement with the Supplier's terms and conditions.

2. These general conditions of purchase shall only apply vis-à-vis entrepreneurs, governmental entities, or special governmental estates in the meaning of sec. 310 para. 1 BGB (Civil Code).

3. If, for a specific order, special conditions are agreed to which differ from these Conditions then these Conditions are subordinate and supplementary only.

4. The preparation of offers is for us at no charge and not binding.

II. Prices

1. The prices agreed to represent free house delivery to the receiving location, including freight, packaging and similar costs. In case of deliveries where we pay the cost, we shall take over only the most favourable freight costs unless we have specified a special type of shipment.

2. Additionally, the Incoterms shall be applicable as amended from time to time.

III. Quality / Environment / Corporate Social Responsibility / Supply Chain Due Diligence

1. The Supplier shall set up and maintain a documented quality assurance and environmental management system which is suitable in terms of type and scope and which corresponds to the state of the art. He shall keep records, in particular of his quality inspections, and make them available to us upon request. The Supplier hereby consents to quality/environmental audits for the purpose of assessing the effectiveness of its quality assurance and environmental management system by us or a person appointed by us.

2. The Supplier assumes the corporate social responsibility for sustainable management and supply chain security according to the provisions of the German Supply Chain Due Diligence Act (LkSG) and the Corporate Sustainability Due Diligence Directive (CSDDD, Directive 2024/1760) as amended from time to time. He undertakes to ensure that human rights are observed in the manufacture and supply of products and in the provision of services, that the relevant labour standards are complied with and that discrimination and forced and child labour are not tolerated and that the relevant legal requirements, in particular Regulation (EU) 2024/3015, are always complied with. Furthermore, the Supplier undertakes not to tolerate any form of corruption or bribery or to engage in this in any way. Furthermore, the Supplier undertakes to operate sustainably.

3. The Supplier guarantees that all delivered products and raw materials comply with the legal requirements of EU Regulation 2023/1115 (EUDR) in its respectively valid version.

4. In the event of a breach of the foregoing obligations, we shall be entitled, after setting a reasonable period for remedy, to withdraw from the contract or to terminate the business relationship in whole or in part, provided the breach is classified as serious and no milder means are available. Claims for damages shall remain unaffected.

IV. Payment

1. The following payment conditions apply if nothing else has been agreed to: we shall pay invoices either within 14 days with a 3 % cash discount or 30 days without deductions. If the payment conditions of the Supplier are more favourable for us then they apply.

2. Payment and cash discount periods begin with receipt of the invoice, not, however, before receipt of the goods or services nor before their acceptance and, so far as documentation or similar documents belong to the total package, not before they are given to us as specified in the contract.

3. Payment is considered to be in time if the payment is executed on the due date or the bank or the payment service provider is commissioned with the payment on the due date.

4. Our statutory rights regarding set-off and retention shall remain unaffected.

5. Interest may not be requested at the mere maturity of the debt. The interest rate will then be 5 percentage points above the Basic Interest Rate. In any case, we are permitted to prove lower damages due to default than that requested by the Supplier.

V. Delivery Times / Late Delivery

1. Delivery deadlines and dates are binding. The Supplier shall notify us immediately in text form of imminent delays in delivery and submit to us adequate proposals to remedy the consequences of such delays.

2. Unless otherwise agreed in text form, any contractual terms and dates of delivery shall be considered to be met only if and in so far as the merchandise has been handed over to us at such dates.

3. If and in so far as the Supplier defaults in delivery, we are, unless otherwise agreed, entitled to charge liquidated damages in the amount of 0,2 % of the order value per day, but no more than 5% of the order value, unless the Supplier proves that we suffered less damage in individual cases. Acceptance of late deliveries or services does not imply a waiver of the right to charge liquidated damages. The assertion of further damages for default on the basis of the statutory provisions remains unaffected. In particular, we shall have the right to claim damages for non-performance if and in so far as the Supplier fails to effect delivery after a reasonable grace period set to him has elapsed.

4. The unconditional acceptance of a delayed delivery or service does not constitute a waiver of claims (including any contractual penalties) to which we are entitled due to the delayed delivery or service; this applies until the complete payment of amounts owed by us for the delivery or service in question.

VI. Retention of Title

1. We will recognise any simple retention of title by the contractual partner only in cases in which ownership of the goods is transferred to us upon payment for such goods, and only where we are entitled to dispose of the goods onward and forward them in the ordinary course of business. We will not recognise or accept any special forms of retention of title, in particular, we accept no transferred, subsequent, extended, current-account or group retention of title.

2. The Supplier may claim return of the goods on the basis of his retention clause only if he has previously withdrawn from the contract.

VII. Performance of Deliveries, Passing of Risks and Packaging

1. The Supplier carries the risk of accidental loss and accidental deterioration, even with prepaid and free house deliveries, until the goods have been handed over at the place of delivery.

2. We will not accept partial deliveries unless we have given our express consent to them.

3. Excess or short deliveries will be accepted only in accordance with current trade practice.

4. The Supplier warrants that, at the time of delivery, all packaging used by it for the delivery or supplied with the delivery complies with the statutory requirements of Regulation (EU) 2025/40 on packaging and packaging waste (PPWR) and the Packaging Law Implementation Act (VerpackDG), including any applicable transitional provisions. By accepting or fulfilling our orders, the Supplier confirms to us that these requirements have been complied with. At our request, it shall provide us without undue delay with all information and evidence required by law and all information and evidence necessary for us to fulfil our own statutory obligations. Any discernible deviations or missing evidence must be notified to us in writing in good time prior to the delivery being carried out. If the Supplier breaches any of the foregoing obligations and is responsible for such breach, it shall be obliged, in accordance with the applicable statutory provisions, to reimburse us for the losses and necessary expenses incurred by us as a result. In this respect, it shall indemnify us against justified claims brought by third parties.

5. Unless otherwise agreed in text form, the Supplier shall bear the costs of packing. Should we, in a given case, agree to bear such costs, the Supplier will charge us with the lowest possible costs only. Any obligations to take back packaging material shall be governed by the statutory requirements, with the proviso that taking back always takes place at our registered office, unless otherwise agreed. In any case, the costs for the return transport and disposal of the packaging shall be borne by the Supplier.

VIII. Declarations of Origin including country of "melt and pour" or "smelt and cast" / customs tariff / sanctions / REACH / Trade Measures / CBAM

1. The Supplier will, for all goods supplied to us, provide us with a Supplier's declaration on the preferential origin of the goods and/or a certificate of origin on the preferential or non-preferential origin of the goods. Furthermore, in case of aluminium or steel products, the Supplier is obliged to provide us with suitable and, where applicable, legally required evidence showing the country of smelt and cast or melt and pour of the aluminium or steel used in the manufacture of the goods.

2. To ensure correct customs clearance of the goods upon import into the EU, the Supplier is obliged to provide us with the customs tariff number applicable to the respective goods.

3. In case the Supplier makes declarations or provides certificates on the preferential or non-preferential originating status, the country of melt and pour or smelt and cast or the customs tariff classification of the goods sold, the following shall apply:

a) The Supplier shall be obliged to enable the customs authorities or other competent authorities to verify the proofs of origin, including the country of melt and pour / smelt and cast or the customs tariff classification, and to provide the necessary information as well as any required confirmations.

b) If the declared origin or the declared country of melt and pour / smelt and cast or the customs tariff number provided by him is incorrect or not recognized by the competent authority because of inaccurate certificates or a lack of verification possibilities, the Supplier shall be obliged to compensate for the resulting damage, including any customs duties or charges levied by the customs administration as a result of incorrect origin or tariff information provided by the Supplier.

4. The Supplier undertakes to ensure that the goods delivered by it (including the raw materials, (production) materials, (subcontracted) products or other items required and/or used for the performance of the obligations) and/or services (including the transport and the delivery process) are not subject to any legal restrictions applicable to the Supplier or the specific transaction due to economic, financial or other sanctions under foreign trade law of the United Nations, the EU, the Federal Republic of Germany or the United States of America.

5. The Supplier shall comply with the requirements and measures resulting from the EU REACH Regulation for all substances, preparations, mixtures and products supplied to us.

6. The Supplier shall ensure at its own expense and without delay that all validity requirements necessary for the order in the Supplier's country, e.g. export licences, are available and remain valid during the processing of the order. If the Supplier fails to fulfil this obligation, we shall have the right to withdraw from the order if necessary and in any case to demand compensation from the Supplier. The same shall apply in the event that, for example, required licences are not granted within a reasonable period of time for us despite the Supplier's efforts or are cancelled or become invalid during processing.

7. To the extent that the goods to be delivered to us are subject to safeguard measures such as tariff quotas or other trade measures when imported into the EU by the Supplier, all customs duties, levies and security payments in connection therewith, in particular additional customs duties or security payments due to exhausted or critical tariff quotas, shall be borne by the Supplier. The Supplier is not authorised to refuse or delay delivery due to these measures, in particular not if customs quotas are exhausted. If, in consultation with us, a later delivery date is agreed to avoid additional customs duties, the associated costs, in particular storage costs, shall also be borne by the Supplier.

8. The Supplier undertakes to provide us with the necessary information that we or our customers require for the participation in the EU carbon border adjustment mechanism pursuant to Regulation (EU) 2023/956 („CBAM") and the exercise of the rights and obligations in this regard, in particular information on the direct emissions released during the production of goods, information on the indirect emissions from the production of electricity that is consumed during the production processes and information on the carbon price due in a country of origin for the specified emissions in the imported goods („CBAM information"). In this respect, the Supplier assumes the full liability for ensuring that the CBAM information is complete, accurate and objectively verifiable and that this information is determined and documented in the manner prescribed by the EU. In the event of a breach of these obligations, or a lack of verifiability of the CBAM information provided, in particular in the event of missing or inaccurate reporting of emissions within the meaning of Regulation (EU) 2023/956, the Supplier shall be obliged to reimburse us or our customers for any additional costs and damages incurred as a result and to indemnify and hold harmless us or our customers against any corresponding third-party claims. This shall not apply if the Supplier or its Supplier, whose conduct is attributable to the Supplier, is not responsible for the failure to comply with the aforementioned obligations.

IX. Warranty Provisions and Statute of Limitations

1. The Supplier must supply us with goods free of physical and legal defects. The Supplier must take the responsibility that his deliveries and services are according to the recognized rules of technology and that the contractually agreed upon characteristics and standards as well as safety, workers' protection and accident prevention and other laws have been followed.

2. We shall limit the incoming inspection to shipping damage that is apparent externally and to determine that the volume and the part numbers of the ordered goods are correct, at least according to the shipping papers. Discrepancies shall be reported without delay. The Supplier must adapt the quality management system and the quality assurance activities to this limited incoming inspection.

3. Notices of defects are in time if they are received by the Supplier within 10 working days. The deadline for the notice of defects begins as soon as we – or in case of direct deliveries, our customer – have or should have determined that there is a defect.

4. In the event that the merchandise shows a defect, we may exercise our statutory rights. If the Supplier tries to repair the merchandise, such remedy is considered to have failed after the first unsuccessful attempt, unless another repair attempt is reasonable in the circumstances. We shall have the right to withdraw from the contract only insofar as the statutory requirements are met; in the case of only a minor breach of duty, there shall be no right of withdrawal (Section 323(5) BGB).

5. We can request from the Supplier the refund of the costs we have to carry in relation to our customer, when the defect was present at the time the risk was transferred to us. The Supplier shall have to refund any of our incurred costs of subsequent performance (Sec. 439 para. 2 of the German Civil Code), including costs for finding the defect and sorting costs.

6. In case of imminent danger we are entitled, after giving notice to the Supplier, to remedy the defects on the Supplier's expense.

7. Our claims of defects shall be time-barred after 36 months of the passage of risk. The limitation period begins with the delivery of the goods (Section 438 (2) BGB). A timely defect notice under Section 3 suspends the limitation period until the claims for defects have been definitively rejected in text form or the negotiations regarding the defect have otherwise been concluded; Section 203 BGB applies accordingly. The responsibility of the Supplier for defects ends, however, ten years after delivery of the goods. This limitation does not apply insofar as our claims result from occurrences which the Supplier knew about or which he must have known and did not inform us about.

8. The Supplier transfers to us now - on account of fulfilment - all claims he has against his Suppliers resulting from and in connection with deliveries of defective goods or those goods in which promised characteristics are missing. He will supply us with all documents necessary for us to assert those claims.

X. Product Liability and Recall

1. In the event a product liability claim is asserted against us, the Supplier agrees to hold us harmless from such claims if and to the extent the damage was caused by a defect of the supplies or services. The above indemnification shall not apply if the claim is based on our intentional or grossly negligent breach of duties. If the cause of the damage falls within the area of responsibility of the Supplier, the Supplier shall have the burden of proof to that extent. In the above cases the Supplier assumes all costs and expenses, including the costs for any legal action or a recall campaign. In addition, the legal stipulations shall apply. Further damages shall remain unaffected.

2. The Supplier shall maintain a product liability insurance with an adequate minimum insurance amount of € 5 million for each single occurrence of personal and property damage.

XI. Product Compliance

1. The Supplier shall ensure that all products supplied comply, at the time of delivery, with the applicable legal and regulatory requirements. In particular, the relevant provisions are those of the European Union, namely Regulation (EU) 2023/988 on general product safety (GPSR), Regulation (EU) 2024/1781 laying down ecodesign requirements and, in the case of the supply of batteries or products containing batteries, Regulation (EU) 2023/1542 (BattVO), including the respective implementing and delegated acts thereof. In addition, the legal and regulatory requirements of the agreed country of destination must be complied with, provided that this was communicated to the Supplier at the time the contract was concluded, as well as the requirements arising from any agreed or foreseeable intended use by the Supplier.

2. The Supplier must provide us with all labelling, declarations, certificates, safety information and other documentation required by law, as well as that necessary for lawful marketing and use in accordance with the intended purpose.

3. If the Supplier becomes aware that an item covered by the contract, which has been delivered or is intended for delivery, does not comply with the relevant legal requirements or is unlikely to comply with them, it must inform us immediately in writing of the nature and extent of the non-conformity, as well as of any necessary protective and remedial measures. The parties shall agree on further measures; in the event of imminent danger, each party remains entitled to take the measures required by law without delay.

4. The Supplier shall be obliged, in accordance with the statutory provisions, to compensate us for all damages and necessary expenses incurred by us as a result of a breach of the above obligations for which the Supplier is responsible. In this respect, the Supplier shall indemnify us against any justified claims by third parties, including the necessary costs of legal defence. Other provisions of these Terms and Conditions of Purchase, in particular those relating to rights arising from defects, product liability and product recalls, remain unaffected.

XII. Tooling, Models, Drawings and other Documents

1. Materials, special packaging, tooling, models, drawings and other documents supplied by or prepared for us remain our property and may only be used to perform our orders. They may not be given to third parties without our approval and must be retained until further notice, at a maximum two years after their last usage, in an orderly condition and then returned to us.

2. Such tools, models, drawings and other documents manufactured or processed by the Supplier on our behalf shall be manufactured or processed for us as the manufacturer, with the result that title thereto shall vest in us.

XIII. Place of Performance, Jurisdiction, Applicable law and Data Protection

1. Unless otherwise agreed to, the place of our warehouse shall be the place of performance for the delivery and our payments.

2. Our principal office shall be the place of jurisdiction. We may, however, sue the Supplier at his place of jurisdiction or at the court which is competent for our branch office with which the contract in question has been concluded.

3. All legal relationships between us and the Supplier shall be governed by the laws of the Federal Republic of Germany supplementing these Conditions, including the provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).

4. The data of the Supplier are stored and processed by us in accordance with the requirements of the DSGVO/GDPR.

XIV. Authoritative Version

In cases of doubt, the German version of these General Conditions of Purchase shall prevail.