General Terms and Conditions of Purchase of profine GmbH

§ 1 Scope of Application, Form

(1) These General Terms and Conditions of Purchase ("GTCP") apply to all business relationships with our suppliers and, where applicable, also to other business partners (collectively, "Seller"). However, the GTCP apply only if the Seller is an entrepreneur within the meaning of § 14 of the German Civil Code (BGB), a legal entity under public law, or a special fund under public law.

(2) These GTP apply in particular to contracts for the purchase and/or delivery of movable property ("Goods" or "Deliverables") as well as the provision of services ("Services"), regardless of whether the Seller manufactures the goods itself or purchases them from suppliers (§§ 433, 650 BGB). The term "Goods" encompasses all movable property, such as, in particular, products and merchandise, but also raw materials and other operating supplies (collectively "Products" or, as the case may be, the individual designation), which are purchased under sales contracts, as well as machinery/equipment, tools, and extrusion dies commissioned under contracts for work and services. In this regard, machinery/equipment is hereinafter also referred to simply as "machinery" (including equipment), and tools as "tools" (including extrusion tools). Unless otherwise agreed, these GTC, in the version valid at the time of our order or, in any case, in the version most recently communicated to the Seller in writing, shall serve as a framework agreement for similar future contracts as well, without our having to refer to these GTC again in each individual case.

(3) These GTC apply exclusively. Any deviating, conflicting, or supplementary General Terms and Conditions (GTC) of the seller shall only become part of the contract to the extent that we have expressly agreed to their validity in writing. This requirement for consent applies in all cases, in particular even if the seller refers to its GTC in the order confirmation and we do not expressly object to them.

(4) Our Supplier Code of Conduct also applies concurrently with these GTC and becomes part of the contract in accordance with § 16 below.

(5) Individual agreements, such as, in particular, framework supply agreements, quality assurance agreements, and specifications in our purchase order, take precedence over these General Terms and Conditions of Purchase. In case of doubt, trade terms shall be interpreted in accordance with the Incoterms® published by the International Chamber of Commerce in Paris (ICC) in the version valid at the time the contract is concluded.

(6) Legally relevant declarations and notifications by the Seller regarding the contract–such as, in particular, the setting of deadlines, reminders, and withdrawal–must be made in writing. "In writing" for the purposes of these General Terms and Conditions of Purchase includes both written and text form, such as, in particular, letters and emails. Statutory formal requirements and further evidence–particularly in cases of doubt regarding the legitimacy of the party making the declaration–remain unaffected.

(7) References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions therefore apply insofar as they are not directly amended or expressly excluded in these GTC.

(8) These General Terms and Conditions of Purchase also apply if our affiliated companies, as defined in § 15 et seq. of the German Stock Corporation Act (AktG), enter into a business relationship with the seller; these General Terms and Conditions of Purchase can be found on our website and on the websites of our affiliated companies at , and at a minimum on the website of profine GmbH.

§ 2 Conclusion of the Contract

(1) Our order shall be deemed binding at the earliest upon written submission or confirmation. The seller must notify us of any obvious errors (such as typographical or calculation errors) and omissions in the order, including the order documents, prior to acceptance for the purpose of correction or completion; otherwise, the contract shall be deemed not to have been concluded.

(2) The seller is required to confirm our order in writing within 5 business days or, in particular, to fulfill it unconditionally by shipping the goods (acceptance).

(3) A delayed acceptance shall be deemed a new offer and requires our acceptance.

(4) Changes to confirmed orders and agree ments are legally effective only if they are made in writing in accordance with § 1(6). Verbal agreements require written confirmation in accordance with § 1(6) to be effective.

(5) Delivery calls become binding at the latest if the seller does not object in writing within 2 business days of receiving the delivery call.

§ 3 Delivery Time and Delay in Delivery

1) The delivery time specified by us in the order is binding. If the delivery time is not specified in the order and has not been agreed upon otherwise, it shall be 2 weeks from the conclusion of the contract. The seller is obligated to notify us immediately in writing if, for whatever reason, it is unlikely to be able to meet the agreed-upon delivery times, particularly if circumstances arise or become apparent to the seller that indicate the agreed-upon delivery time cannot be met.

(2) If the seller fails to perform or fails to perform within the agreed delivery period, or if the seller is in default, our rights–in particular the right to rescind the contract and claim damages–shall be determined in accordance with statutory provisions. The provisions in paragraph 3 below remain unaffected.

(3) In the case of delivery of products, in particular raw materials, operating materials, or other substances in liquid or comparable bulk form, such as granules, which must be transferred upon delivery using equipment on the means of transport (truck)–such as pumps–into our tanks, silos, or comparable storage facilities, the proper storage process (for example, the pumping process into the tank) is also included among the services owed by the seller.

(4) If the seller is in default, we may–in addition to further statutory claims–demand lump-sum compensation for our damages resulting from the default in the amount of 1% of the net price per completed calendar week, but not exceeding a total of 5% of the net price of the delayed goods. We reserve the right to prove that greater damages have been incurred. The seller reserves the right to prove that no damages were incurred at all or that only significantly lesser damages were incurred.

§ 4 Performance, Delivery, Transfer of Risk, Default in Acceptance

(1) The Seller is not entitled to have the performance owed by it rendered by third parties (e.g., subcontractors) without our prior written consent. The Seller bears the procurement risk for its performance unless otherwise agreed in individual cases (e.g., limitation to stock on hand).

(2) Unless otherwise expressly agreed in advance, partial deliveries are not permitted. In such cases, we are entitled to cancel the remaining quantity.

(3) If the price is based on the weight of the products, the weight determined by us on a calibrated scale shall be decisive. If the weight determined by us is lower than the weight determined by the seller, the seller is free to provide evidence that the products have a higher weight.

(4) We reserve the right to request changes to the delivery item or delivery date even after the contract has been concluded, provided this is reasonable for the seller. We shall bear any additional costs resulting therefrom.

(5) Delivery within Germany shall be "free shipping" to the location specified in the order. If the destination is not specified and nothing else has been agreed, delivery shall be made to our place of business in Pirmasens or to the place of business of our affiliated company or plant. The respective destination is also the place of performance for the delivery and any subsequent performance (obligation to deliver).

(6) A delivery note must be enclosed with the delivery, specifying the date (of issuance and shipment), the contents of the delivery (item number and quantity), and our order reference (date and number). If the delivery note is missing or incomplete, we shall not be liable for any resulting delays in processing and payment. To the extent that certificates of material testing have been agreed upon, they constitute an essential part of the delivery and must be sent to us together with the invoices.

(7) To the extent that the performance owed includes the delivery of machinery, the scope of delivery owed shall include, in particular, installation/assembly, commissioning, training of employees, adjustment of the machinery, and the conduct of a trial run.

(8) The risk of accidental loss and accidental deterioration of the goods passes to us upon handover at the place of performance. If an acceptance procedure has been agreed upon, this shall determine the transfer of risk. In all other respects, the statutory provisions of the law governing contracts for work and services apply mutatis mutandis to the acceptance procedure. Handover or acceptance is deemed to have taken place even if we are in default of acceptance.

(9) The statutory provisions apply to the occurrence of our default in acceptance. However, the seller must expressly offer us performance even if a specific or determinable calendar period has been agreed upon for an action or cooperation on our part (e.g., provision of materials). If we are in default of acceptance, the seller may demand compensation for its additional expenses in accordance with the statutory provisions (§ 304 BGB). If the contract concerns a non-fungible item to be manufactured by the seller (custom-made item), the seller is entitled to further rights only if we have committed to cooperate and are responsible for the failure to cooperate.

§ 5 Trial Operation, Acceptance upon Delivery of Machinery

(1) Upon completion of the machines, a so-called Factory Acceptance Test (FAT) shall be conducted at the seller's premises at our request. Delivery of the machines shall take place only after a successfully completed FAT.

(2) Neither the transfer of risk, acceptance, nor the commencement of the warranty period is linked to the start of the trial operation or to any other events occurring during the trial operation. Damage to the machine caused by our employees during the trial operation shall be borne by the Seller, unless the Seller provides evidence that the employees acted contrary to the Seller's operating instructions.

(3) Upon completion of the agreed trial operation period, a joint acceptance of the machines shall take place in the form of a Site Acceptance Test (SAT). If the SAT is successfully completed and provided the machines do not exhibit any material defects, we shall declare acceptance. Acceptance shall be finalized with a written acceptance report signed by both parties.

(4) Upon delivery, the seller must provide us with documentation, including, in particular, circuit diagrams and system drawings, in paper form and in a suitable data exchange format (optical data storage medium, email).

(5) We reserve the right to withhold a reasonable amount for the duration of the warranty period.

§ 6 Special Conditions for Machinery

(1) Prior to the commencement of machine production, all manufacturing documents–such as design drawings and other drawings–must be submitted to us for review. The seller must ensure that its deliveries comply with applicable legal regulations, the recognized current rules of technology and science, safety regulations, and the agreed-upon technical specifications.

(2) If changes are made to the machinery after the contract is concluded, drawings, operating instructions, calculations, etc., in particular, must be updated to reflect the current status.

(3) All documentation to be supplied must comply with the relevant regulations and standards. The documentation must be supplied in the agreed quantity, in English and in the local language of the place of delivery (the respective official language), as well as on data storage media if applicable. Copies in other languages must be agreed upon separately.

(4) Installation and operating instructions must be supplied in English and in the local language of the place of delivery (the respective official language) even without a separate agreement. The same applies to documents that are essential, in particular, for repair, maintenance, and servicing.

(5) The Seller warrants compliance with the statutory and other provisions applicable at the contractually agreed place of use. This includes, in particular, all safety and protective measures prescribed by law, the regulatory authority, and the employers' liability insurance associations, in particular

a) compliance with laws and regulations regarding environmental protection,

b) the affixing of the CE marking to a machine ready for use,

c) the inclusion of the EG Declaration of Conformity in English and the official language of the place of use (official language) for a machine bearing the CE marking and having undergone VDE testing, which must comply with Annex A of the EC Machinery Directive,

d) In the case of partly completed machinery, the manufacturer's declaration in accordance with the current EG Machinery Directive must be included (compliance with the essential requirements of the relevant Internal Market Directives is a prerequisite). We must be notified immediately of any changes to the documentation,

e) A supplied safety component as defined by the EG Machinery Directive must be accompanied by the corresponding EG Declaration of Conformity.
If the aforementioned provisions are not complied with, the order shall be deemed not to have been fulfilled.

(6) Changes to materials, components, or manufacturing processes must be reported immediately prior to the implementation of such intended measures and are permissible only with express written consent.

(7) The Seller is obligated to supply replacement parts for the period of normal technical use, but for at least 10 years after the last delivery, under reasonable terms and conditions.

(8) If the Seller intends to discontinue delivery of the machines supplied to us after the expiration of the periods specified in § 6 or during the term of such period, we must be notified of this in writing without delay prior to the discontinuation, and we must be given the opportunity to place a final order before the discontinuation.

§ 7 Prices and Terms of Payment

(1) The price specified in the order is binding. All prices include statutory value-added tax unless otherwise stated.

(2) Invoices must be sent to:incoming-invoice@profine-group.com and should include the order details, in particular the SAP order number and the order date.
(3) Unless otherwise agreed in individual cases, the price includes all services and ancillary services provided by the seller (e.g., assembly, installation) as well as all incidental costs (e.g., proper packaging, transportation costs, including any transportation and liability insurance). We are not obligated to return the packaging. However, the seller is obligated to take back packaging materials in accordance with the applicable legal regulations at no cost to us and/or to dispose of them properly.

(4) The agreed-price is due for payment within 60 business days of complete delivery and performance (including any agreed-upon acceptance) and receipt of a proper invoice, unless a different payment term has been individually agreed upon. If we make payment within 14 business days, the seller shall grant us a 3% discount on the net amount of the invoice. In the case of a bank transfer, payment is deemed to have been made on time if our transfer order is received by our bank before the payment deadline expires; we are not responsible for delays caused by the banks involved in the payment process.

(5) We owe no interest on overdue payments. The statutory provisions apply to late payments.

(6) We are entitled to rights of set-off and retention, as well as the defense of non-performance of the contract, to the extent permitted by law. In particular, we are entitled to withhold due payments as long as we still have claims against the seller arising from incomplete or defective performance. Furthermore, we are entitled to set off against claims of companies affiliated with us (§ 15 et seq. of the German Stock Corporation Act (AktG)).

(7) The seller has a right of set-off or retention only with respect to counterclaims that have been legally established or are undisputed.

§ 8 Release from the Obligation to Perform, Withdrawal from the Contract

(1) In cases of force majeure, such as, in particular, war, riots, natural disasters, fire damage, floods, strikes, lawful lockouts, diseases such as epidemics and pandemics–provided that the Robert Koch Institute has determined a risk level of at least "moderate"–and shortages of raw materials, the contracting party affected thereby shall be released from its performance obligations for the duration and to the extent of the effects. The contracting parties are obligated, to the extent reasonably possible, to immediately provide the necessary information in writing and to adjust their obligations to the changed circumstances in good faith. The Seller shall be liable for all damages resulting from a delayed or omitted notification.

(2) We are released from the obligation to accept the ordered delivery in whole or in part and are entitled to rescind the contract to that extent if the delivery is delayed due to force majeure–such as, in particular, fire damage, floods, strikes, lawful lockouts, epidemics and pandemics–provided that the Robert Koch Institute has determined a risk level of at least "moderate"–or due to a shortage of raw materials, and the delivery has become unusable for us.

(3) We also have the right to withdraw from the contract if individual enforcement measures are taken against the seller.

(4) The statutory provisions governing withdrawal remain unaffected in all other respects.

§ 9 Confidentiality and Retention of Title

(1) In particular, we reserve our ownership rights and copyrights to orders and contracts placed by us, as well as to illustrations, plans, drawings, calculations, implementation instructions, product descriptions, and other documents made available to the seller. Such documents are to be used exclusively for the performance of the contract and must be returned to us upon fulfillment of the contract or, if transmitted in electronic form, deleted. The documents must be kept confidential from third parties, even after the termination of the contract. The confidentiality obligation shall only expire if and to the extent that the knowledge contained in the documents provided has become generally known. Special confidentiality agreements and statutory provisions regarding the protection of trade secrets remain unaffected.

(2) The foregoing provision applies mutatis mutandis to substances and materials (e.g., software, finished and semi-finished products) as well as to tools, templates, samples, and other items that we provide to the Seller for manufacturing. Such items–as long as they are not processed–must be stored separately at the Seller's expense and insured to an appropriate extent against destruction and loss.

(3) Any processing, mixing, or combining (further processing) of the items provided by the seller shall be carried out on our behalf. The same applies to our further processing of the

(4) The transfer of title to the goods to us must take place unconditionally and regardless of payment of the purchase price. However, if in individual cases we accept an offer from the seller for transfer of title contingent upon payment of the purchase price, the seller's retention of title shall expire no later than upon payment of the purchase price for the delivered goods. In the ordinary course of business, we remain authorized to resell the goods even prior to payment of the purchase price, with the resulting claim being assigned in advance (alternatively, a simple retention of title extended to cover resale shall apply). This thereby excludes, in any case, all other forms of retention of title between the seller and us, in particular extended retention of title, transferred retention of title, and retention of title extended to cover further processing.

§ 10 Defective Delivery

(1) Our rights in the event of material defects or defects of title in the products, as well as in the machines and tools (including incorrect or short deliveries, improper assembly/installation, or defective instructions), and in the event of other breaches of duty by the seller, shall be governed by the statutory provisions and, exclusively in our favor, by the following additions and clarifications.

(2) The machinery and tools must meet the agreed-upon quality, functionality, and performance standards and, in particular, comply with the relevant laws, regulations, directives, standards, and our specifications concerning occupational health and safety, environmental protection, and fire safety. Unless otherwise specified herein or in the contract, the generally accepted rules of technology must be observed.

(3) In accordance with statutory provisions, the seller is liable, in particular, for ensuring that the goods possess the agreed-upon quality at the time of transfer of risk to us. In any case, the product descriptions that are the subject matter of the respective contract–in particular through designation or reference in our order–or that have been incorporated into the contract in the same manner as these General Terms and Conditions of Purchase shall be deemed to constitute an agreement regarding the quality of the goods. It makes no difference whether the product description originates from us, the Seller, or other third parties.

(4) For goods containing digital elements or other digital content, the seller is obligated, in addition to ensuring the agreed-upon quality pursuant to paragraph (3) above, to provide and update the digital content, in any event to the extent that this arises from an agreement on quality pursuant to paragraph (3) above or from other descriptions provided by the manufacturer or on its behalf, particularly on the Internet, in advertising, or on the product label.

(5) We are not obligated to inspect the goods or make specific inquiries regarding any defects at the time of contract conclusion. In partial deviation from § 442(1), second sentence, of the German Civil Code (BGB), we are therefore entitled to claims for defects without restriction even if the defect remained unknown to us at the time of contract conclusion as a result of gross negligence. In all other respects, the provisions of our Quality Assurance Agreement ("QSV"), which must be agreed upon separately, shall apply.

(6) The statutory provisions (§§ 377, 381 HGB) apply to the commercial duty to inspect and give notice of defects, subject to the following condition: Our obligation to inspect is limited to defects that become apparent during our incoming goods inspection through a visual examination, including a review of the shipping documents (e.g., damage during transport, incorrect or short deliveries), or that are detectable during our quality control via random sampling. If an acceptance inspection has been agreed upon, there is no obligation to inspect. In all other respects, it depends on the extent to which an inspection is reasonable 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 obligation to inspect, our notice of defects shall in any case be deemed to have been given promptly and in a timely manner if it is sent within 14 business days of discovery or, in the case of obvious defects, from the date of delivery.

(7) Subsequent performance also includes the removal of the defective goods and their reinstallation, provided that the goods were installed in or attached to another item in accordance with their nature and intended use. The necessary expenses incurred in connection with subsequent performance–in particular, transportation, travel, labor, and material costs, as well as, if applicable, removal and reinstallation costs–shall be borne by the seller even if it turns out that no defect actually existed. Our liability for damages in the event of an unjustified request for rectification of defects remains unaffected; however, in this respect, we are liable only if we knew or, through gross negligence, failed to recognize that no defect existed.

(8) Notwithstanding our statutory rights and the provisions in paragraph (7) above, the following applies: If the seller fails to fulfill its obligation to provide subsequent performance–at our discretion, either by remedying the defect (repair) or by delivering a defect-free item (replacement)–within a reasonable period set by us, we may remedy the defect ourselves and demand that the seller reimburse us for the necessary expenses or provide a corresponding advance payment. If the seller's subsequent performance has failed or is unreasonable for us (e.g., due to particular urgency, a threat to operational safety, or the imminent occurrence of disproportionate damage), no deadline need be set; we will notify the seller of such circumstances immediately, if possible in advance.

(9) For services performed as part of the rectification of defects, a new statute of limitations period, as defined in § 25(2) below, begins upon written acceptance of such services. If we do not issue a written acceptance within 15 business days after receiving written notification from the seller that the remedy of the defect has in fact been properly completed, the new statute of limitations period begins upon the expiration of the aforementioned 15-business-day period.

(10) In all other respects, in the event of a material defect or a defect of title, we are entitled, in accordance with statutory provisions, to a reduction in the purchase price or to rescind the contract. Furthermore, we are entitled to compensation for damages and reimbursement of expenses in accordance with statutory provisions.

§ 11 Supplier Recourse

(1) We are entitled without restriction to our statutory claims for reimbursement of expenses and recourse within a supply chain (supplier recourse pursuant to §§ 478, 445a, 445b or §§ 445c, 327(5), 327u BGB) in addition to our claims for defects. In particular, we are entitled to demand from the seller exactly the type of subsequent performance (repair or replacement) that we owe our customer

in the specific case; for goods with digital elements or other digital content, this also applies with respect to the provision of necessary updates. Our statutory right of choice (§ 439(1) of the German Civil Code (BGB)) is not restricted thereby.

(2) Before we acknowledge or satisfy a claim for defects asserted by our customer (including reimbursement of expenses pursuant to §§ 445a(1), 439(2), (3), (6) sentence 2, 475(4) BGB), we will notify the seller and request a written statement, providing a brief summary of the facts. If a substantiated statement is not provided within a reasonable period and no amicable solution is reached, the claim for defects actually granted by us shall be deemed owed to our customer. In this case, the burden of proof lies with the seller.

(3) Our claims for supplier recourse shall apply even if the defective goods have been combined with another product or otherwise further processed by us, our customer, or a third party, e.g., through assembly, fitting, or installation.

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§ 12 Manufacturer's Liability, Product Liability

(1) If the seller is responsible for product damage, the seller shall indemnify us against third-party claims to the extent that the cause originated within the seller's sphere of control and organization and the seller is personally liable in the external relationship.

(2) The seller shall indemnify us against all claims that third parties–regardless of the legal basis–assert against us due to a material defect, a defect of title, or any other defect in a product delivered by the seller, and shall reimburse us for the necessary costs of legal defense. Furthermore, the seller shall be liable to us for any damages we incur as a result of the defectiveness of the goods. Such damages also include the costs of a precautionary recall, to the extent that such a recall is reasonable in the interest of our customers or to protect unrelated third parties.

(3) As part of its indemnification obligation, the Seller shall reimburse expenses pursuant to §§ 683 and 670 of the German Civil Code (BGB) that arise from or in connection with claims by third parties, including recall campaigns carried out by us. We will inform the seller–to the extent possible and reasonable–of the content and scope of recall measures and give the seller the opportunity to comment. Further statutory claims remain unaffected.

(4) The Seller shall take out and maintain liability insurance customary in the industry, sufficient in amount and scope, in particular product liability insurance with a minimum coverage of 10 million euros, doubled for each claim for personal injury or property damage.

(5) To the extent that the Product Safety Act applies to the goods, the Seller warrants that it will comply with the relevant provisions.

§ 13 Warranty/Guarantee Period, Intellectual Property Rights

(1) The Seller grants a warranty/guarantee period of at least 36 months, unless expressly agreed otherwise. It begins upon delivery of the products or performance of the service to us or to a third party designated by us at the receiving or usage location specified by us or in accordance with these General Terms and Conditions of Purchase. For machinery and tools, the warranty/guarantee period begins on the acceptance date specified in the acceptance report.

(2) The warranty period for replacement parts is at least 36 months after commissioning and ends no earlier than 60 months after delivery.

(3) For delivered parts that could not remain in operation during the investigation of the defect and/or the rectification of the defect, the current warranty/guarantee period shall be extended by the duration of the interruption in operation. For repaired or newly delivered parts, the warranty/guarantee period shall recommence from this point in time–beyond the statutory suspension period.

(4) The Seller warrants that all deliveries are free from third-party intellectual property rights and, in particular, that the delivery/service and/or use of the delivered items does not infringe any patents or other third-party intellectual property rights; the Seller shall indemnify us and our customers against any third-party claims arising from such infringements and, upon first request, shall also bear all costs incurred by us in this connection. If we are held liable by a third party for this reason, the Seller is obligated to indemnify us against such claims upon our first written request. The statute of limitations for these claims is three years, beginning with the transfer of risk.

§ 14 Quality Requirements

(1) Physical and chemical requirements:

a) The Seller undertakes to comply with Regulation (EC) No. 1907/2006 (REACH Regulation) with respect to the goods delivered to us, including packaging. In particular, the seller warrants that the delivered products, articles, and their packaging do not contain any substances on the current Candidate List pursuant to Article 53(1) of the Regulation in a concentration exceeding 0.1% by mass (SVHC substances). Otherwise, the seller must notify us of these substances of very high concern. Use may only take place after written approval by the responsible purchasing agent. This also applies if, during ongoing deliveries, substances not previously listed are added to this list. Upon receipt of special approval from the purchasing agent, the seller is immediately obligated to fulfill the reporting requirements regarding SVHC articles arising from § 16f, Paragraph 1 of the German Chemicals Act (ChemG) in conjunction with Article 33(1) of Regulation (EG) No. 1907/2007 regarding SVHC products to the European Chemicals Agency (ECHA) on our behalf and on behalf of our affiliated companies. The seller responsible for the substance is solely obligated to fulfill these obligations. The seller must immediately notify the responsible buyer of the implementation. Upon each update of the SVHC list, the seller shall verify whether any substances contained in the primary and secondary packaging have been added to the list. Furthermore, the goods must fully comply with the market-standard limit values for chemical parameters. The seller is obligated to have all goods delivered to us, as well as the packaging of the goods–whether provided by the seller or by upstream suppliers–(pre)registered, provided that the seller is subject to registration obligations under the REACH Regulation. If the seller is not itself subject to registration obligations under the REACH Regulation, it shall require its upstream suppliers to comply with their obligations under the REACH Regulation. Upon request, the Seller must provide us with written proof of any registration carried out by the Seller or its upstream suppliers regarding the delivered goods.

b) The Seller shall ensure that, if the goods it delivers or their packaging contain substances covered by the REACH Regulation, such substances are registered in accordance with the REACH Regulation. The Seller undertakes to provide us with all information and documentation required under the Regulation (in particular pursuant to Art. 31 et seq. of the REACH

Regulation) within the time limits specified in the REACH Regulation, or to forward the information from its upstream supplier to us without delay.

(2) Packaging

The packaging material must not cause any sensory changes in the end product.

(3) Additional Requirements

The seller shall ensure, through an appropriate and industry-standard quality assurance system, that only products that fully comply with our contractual terms and conditions are shipped. At least two retention samples shall be retained per production run. These shall be retained at least until the end of the stated warranty period, but for no less than 36 months.

(4) General Provisions

a) Any changes–in particular to the composition of the product, color scheme, dimensions, production facility, labeling, or packaging of goods–must be coordinated in advance and without being requested with our designated purchasing manager responsible for the product. Any existing product specifications shall serve as the basis for the composition, manufacturing method, labeling, and packaging of the goods.

b) The Seller is obligated to indemnify us against any liability arising from the Seller's failure to comply with the aforementioned regulations and to compensate us for any claims brought against us that result from or are related to the Seller's failure to comply with such regulations.

(5) Quality Assurance Agreement
In all other respects, our Quality Assurance Agreement (QSV), which is agreed upon separately, shall apply

§ 15 Proofs of Origin, Export Controls, Sanctions

(1) All orders apply only to goods that are originating goods within the meaning of the European Union's preferential agreements or for which commercial/non-preferential origin can be proven within the meaning of Articles 60 and 61 of the UCC or in accordance with WTO requirements. The seller must submit to us the required preferential proofs (long-term or single-supplier declaration of origin, declaration of origin on the EUR-MED invoice, EUR-MED movement certificate, Form A) or non-preferential proofs (Certificate of Origin, (Long-term) Chamber of Commerce and Industry Declaration for non-preferential origin) no later than upon delivery, at no cost to us. Furthermore, upon request, the seller is obligated to prove preferential origin status, in particular by submitting INF 4 information sheets certified by the customs office responsible for the seller. If general origin designations, e.g., "European Community/Union," are used in these documents, the specific national origin must also be indicated.
The seller further undertakes, upon request, to provide additional information regarding the countries involved in the value chain of its goods in the required format, provided there is a legal basis for doing so and a genuine need exists. This may also include information on material composition, e.g., aluminum and steel.

(2) The delivery of goods without a proof of origin in accordance with paragraph (1) above is permitted only with our prior written consent.

(3) The Seller is obligated to inform us in writing, in a timely manner prior to delivery, of any licensing requirements or restrictions on imports of its goods in accordance with the applicable prohibitions and restrictions, as well as the customs regulations of the destination country, in its business documents, and, if necessary, to provide the corresponding licenses, certificates, or "negative" declarations. This includes, among other things, in particular requirements pursuant to:

• REACH Regulation (EG Regulation 1907/2006)
• Regulations on ozone-depleting substances (EU Regulation 2024/590)
• Use of fluorinated greenhouse gases (EU Regulation 2024/573)
• Sanctions regulations of the EU, UK, USA,

and Canada (e.g., "Proof of the country of origin of the iron and steel precursors used for the processing of the product in a third country," EU Regulation No. 833/2014, Art. 3g)
The seller undertakes to provide the necessary supporting documents (e.g., material analysis certificates) which, if required, demonstrate that any applicable regulations or directives do not apply.

(4) The seller is obligated to inform us in writing, in a timely manner prior to delivery, of any licensing requirements or restrictions on exports of its goods in accordance with the applicable export control and customs regulations, as well as the export control and customs regulations of the country of origin, in its business documents. This includes, in particular, licensing requirements pursuant to

• the Foreign Trade Act (AWG),
• the War Weapons Control Act (KrWaffKontrG),
• the Implementation Act for the Chemical Weapons Convention (CWÜAG), and/or
• Sanctions regulations of the EU, the UK, the U.S., and Canada.

(5) The seller must indicate whether the goods are listed in the EU Dual-Use Regulation, Annexes I through IV (Regulation (EU) No. 2021/821), or in Part I, Appendix A and C of the Export List of the Foreign Trade and Payments Ordinance (AWV), and must specify the specific list entries.

(6) The Seller must specify whether the goods or their components (specifying the percentage value share of the goods to be delivered) are covered by the U.S. Commerce Control List (CCL) (specifying the specific Export Control Classification Number (ECCN)) or are otherwise subject to the U.S. Export Administration Regulations (EAR) (classification EAR99).

(7) The Seller is obligated to comply with applicable EU country sanctions and, upon our request, to submit the necessary evidence or declarations.

(8) The Seller warrants that neither the Seller nor the board of directors/management nor the employees of any of its affiliated companies within the meaning of § 15 et seq. of the German Stock Corporation Act (AktG) is subject to any of the embargo regulations of the UN Security Council, the European Union, the United States, or any other sovereign government.

(9) The Seller is obligated not to take any actions or to refrain from taking any actions that would cause us to violate sanctions.

§ 16 Customs

If, after we place an order and before delivery of the goods, the import duty that was in effect at the time of the order increases during transport, the Seller is obligated to bear the resulting additional costs.

§ 17 Supplier Code of Conduct

The Seller is obligated to comply with the provisions of our Supplier Code of Conduct. Upon conclusion of the contract, the Seller confirms its unconditional acceptance of the Supplier Code of Conduct. The text of the Supplier Code of Conduct is published on our website and will be made available directly to the Seller upon request. Contracts are concluded subject to our Supplier Code of Conduct.

§ 18 Carbon Border Adjustment Mechanism (CBAM, Regulation (EU) 2023/956)

The Seller is obligated to assist us at all times in ensuring that we can fulfill our obligations under the CBAM Regulation. This includes, in particular, providing accurate information regarding the direct and gray emissions (greenhouse gases) released during the manufacture of goods. Direct emissions are those released during the manufacturing process for goods, including those resulting from the generation of heat and cold consumed in the process. Grey emissions are the direct emissions released during the manufacturing process, including those resulting from the generation of electricity consumed during the production of the goods.

§ 19 Compliance with Due Diligence Obligations (Supply Chain Due Diligence Act, LkSG)

(1) The Seller agrees to comply with the currently applicable due diligence obligations (human rights and environmental standards) set forth in § 2, paragraphs 2 through 4 of the LkSG, to the extent that the LkSG applies to the Seller. The Seller shall, to the extent possible and reasonable, work to ensure that its suppliers also comply with the due diligence obligations (human rights and environmental standards) pursuant to § 2, paragraphs 2 to 4 of the LkSG, to the extent that the LkSG applies to them as well.

(2) If the LkSG does not apply to the Seller, the Seller warrants that it will nevertheless comply with minimum standards regarding human rights and environmental due diligence obligations and will provide us with written confirmation of this upon request.

§ 20 Deforestation-Free Supply Chains (Regulation (EU) 2023/115) – EUDR

(1) If the goods being traded fall within the scope of the EUDR, the Seller is obligated to assist us, upon our request, in fulfilling our obligations, in particular our due diligence obligations. In addition , the Seller shall provide us with the relevant documents if we can refer to prior due diligence statements.
(2) § 20 of these General Terms and Conditions of Purchase shall apply only once the EUDR (EU) 2023/115 has entered into force.

§ 21 Ecodesign Regulation (Regulation (EU) 2024/1781) – ESPR

The seller is obligated to place on the market only those goods that meet the requirements of the Ecodesign Regulation.

§ 22 Damages for Breach of §§ 15, 17–20

The seller is obligated to compensate us for any damages incurred as a result of a breach of legal obligations, in particular pursuant to §§ 15, 17–20 of these General Terms and Conditions of Purchase, because the seller fails to provide us with essential data and information necessary to fulfill such obligations or places goods on the market that do not comply with the Ecodesign Regulation. The damage arises in particular from fines and/or other penalties imposed on us. In all other respects, the statutory provisions apply. This claim for damages is in addition to any claims for damages arising from other causes.

§ 23 Data Protection

The Seller shall comply with the provisions of the applicable statutory data protection regulations (such as the GDPR, BDSG), in particular the principles of data minimization, storage limitation, purpose limitation, integrity, and confidentiality, and shall process personal data only if such processing is necessary, proportionate, and appropriate. The Seller will comply with requests for access and erasure from data subjects without delay.

§ 24 Performance of Work on the Plant/Facility Premises

(1) Entry onto our factory/company premises must be notified in writing in a timely manner, at least five (5) business days in advance. Persons performing work on our factory/company premises to fulfill orders must comply with the provisions of our currently valid factory regulations for outside contractors. The specific legal, regulatory, and operational regulations and instructions must also be observed. The instructions of our technical staff must be followed without exception.

(2) We are liable for damages resulting from actions and/or measures taken on our factory/operating premises–regardless of the legal basis–under the principle of fault-based liability only in cases of willful misconduct and gross negligence. In cases of simple negligence, we are liable, subject to statutory limitations on liability (e.g., due care in one's own affairs; minor breach of duty), only

a) for damages resulting from injury to life, limb, or health,

b) for damages resulting from a breach of a material contractual obligation (an obligation whose fulfillment is essential for the proper performance of the contract and on whose compliance the contracting party regularly relies and is entitled to rely); in this case, however, our liability is limited to compensation for foreseeable, typically occurring damages.

§ 25 Statute of Limitations

(1) The mutual claims of the contracting parties shall be subject to the statute of limitations in accordance with statutory provisions, unless otherwise specified below.

(2) Notwithstanding § 438(1)(3) of the German Civil Code (BGB), the general statute of limitations for claims for defects is three (3) years from the transfer of risk. If acceptance has been agreed upon, the statute of limitations begins with acceptance. The 3-year statute of limitations also applies mutatis mutandis to claims arising from defects of title, provided that the statutory limitation period for third-party claims for restitution in rem (§ 438 (1) No. 1 BGB) remains unaffected; Furthermore, claims arising from defects of title shall not become time-barred under any circumstances as long as the third party can still assert the right against us–in particular, due to the absence of a statute of limitations.

(3) The limitation periods under sales law, including the above extension, apply–to the extent provided by law–to all contractual claims for defects. To the extent that we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) applies, unless the application of the limitation periods under sales law results in a longer limitation period in the individual case.

§ 26 Choice of Law and Jurisdiction

(1) These General Terms and Conditions of Purchase and the contractual relationship between us and the seller are governed by the laws of the Federal Republic of Germany, to the exclusion of international uniform law, in particular the United Nations Convention on Contracts for the International Sale of Goods (CISG) and international private law (IPR).

(2) If the seller is a merchant within the meaning of the German Commercial Code (Handelsgesetzbuch), a legal entity under public law, or a special fund under public law, the exclusive–including international–place of jurisdiction for all disputes arising from the contractual relationship is our place of business in Pirmasens. The same applies if the seller is an entrepreneur within the meaning of § 14 BGB. However, in all cases, we are also entitled to bring an action at the place of performance of the delivery obligation in accordance with these General Terms and Conditions of Sale or a prior individual agreement, or at the seller's general place of jurisdiction. Overriding statutory provisions, in particular those regarding exclusive jurisdiction, remain unaffected.

(3) Should individual provisions of these General Terms and Conditions of Purchase be invalid or unenforceable, or become invalid or unenforceable after the conclusion of the contract, the validity of the remaining provisions of these General Terms and Conditions of Purchase shall remain unaffected.

As of May 2026