

## **GENERAL TERMS AND CONDITIONS OF PURCHASE**

### **Scope of Application**

1. These Terms and Conditions of Purchase apply to entrepreneurs, legal entities under public law and special funds under public law (hereinafter referred to as the “Partner”).
2. These Terms and Conditions of Purchase apply to every framework supply agreement (hereinafter referred to as the “Agreement”) and all individual contracts and/or purchase orders concluded under an Agreement (hereinafter referred to as an “Individual Contract”) with the Partner. Any terms and conditions of the Partner that are not expressly accepted by us shall not apply.
3. These Terms and Conditions of Purchase shall also apply to all future orders and contractual relationships between the Partner and us.

### **General Provisions**

4. The contracting parties shall confirm any verbal agreements in writing without undue delay.  
Where written form is required or stipulated in these Terms and Conditions of Purchase, text form (§ 126b German Civil Code – BGB) shall be sufficient.
5. Should individual provisions of these Terms and Conditions of Purchase be or become invalid, this shall not affect the validity of the remaining provisions.
6. We shall be entitled to terminate the Agreement without notice for good cause. Good cause shall exist in particular if, after conclusion of the Agreement, it becomes apparent that our delivery claims arising under the Agreement are jeopardized due to the Partner’s lack of performance capability and the Partner fails, despite request, to credibly assure its performance capability within a reasonable period of time. Statutory rights of termination and withdrawal as well as the rights pursuant to clause 29 shall remain unaffected.

### **Orders**

7. If the Partner does not accept our order within two (2) weeks of receipt, we shall be entitled to revoke it.
8. Delivery call-offs shall become binding at the latest if the Partner does not object within seven (7) days of receipt.
9. We may request changes to the delivery item and/or delivery dates unless such changes are unreasonable for the Partner. The effects, in particular with regard to additional or reduced costs and delivery dates, shall be mutually agreed in an appropriate manner.

**Long-Term and Call-Off Contracts, Price Adjustment**

10. Agreements and Individual Contracts that are of indefinite duration or have a term exceeding two (2) years ("Long-Term Contracts") may be terminated by us with one (1) month's notice to the end of a calendar month.
11. In the event of a material change in labor, material or energy costs under Long-Term Contracts, each contracting party shall be entitled to request negotiations regarding an appropriate price adjustment taking these factors into account.

**Confidentiality**

12. The Partner shall use all documents (including samples, models and data) and knowledge obtained from the business relationship solely for the purposes jointly pursued and shall treat them as confidential vis-à-vis third parties with the same care as its own corresponding documents and knowledge, provided that we have designated them as confidential or there is an obvious interest in confidentiality.

This obligation shall commence upon first receipt of the documents or knowledge and shall end thirty-six (36) months after termination of the business relationship.

13. This obligation shall not apply to documents and knowledge that are generally known, that were already known to the Partner at the time of receipt without any confidentiality obligation, that are subsequently disclosed by a third party authorized to do so, or that are developed by the Partner without using confidential documents or knowledge of our company.

The provisions of the German Trade Secrets Act (GeschGehG) shall remain unaffected.

**Drawings and Descriptions**

14. Drawings and descriptions provided by us to the Partner shall remain our inalienable tangible and intellectual property and shall be returned to us unsolicited after completion of the Individual Contract.

The Partner shall transfer ownership of drawings and descriptions created according to our specifications to us once they have been paid in full.

**Samples and Production Equipment****Samples and Production Equipment Manufactured or Procured by the Partner**

15. If reimbursement of the manufacturing costs for samples and production equipment (tools, molds, templates, etc.) is agreed, these costs shall, unless otherwise agreed, be invoiced separately from the goods to be delivered. This shall also apply to production equipment that must be replaced due to wear and tear.
16. The Partner shall bear the costs for maintenance and proper storage as well as the risk of damage or destruction of the production equipment. The Partner shall store the production equipment free of charge for three (3) years after the last delivery to us. Thereafter, the Partner shall request us in writing to indicate within six (6) weeks

whether further use is intended. The obligation to store shall end if neither a response is received nor a new order is placed within this period.

17. Customer-specific production equipment may be used by the Partner for deliveries to third parties only with our prior written consent. Without our written consent, such equipment may neither be scrapped, made accessible to third parties, nor used for purposes other than those contractually agreed, and must be carefully stored by the Partner.

### **Samples and Production Equipment Provided by Us**

18. Production equipment and documents (including samples and data) provided by us shall remain our property.
19. The Partner shall be obliged to mark such production equipment as our property and to insure it at replacement value against fire, water damage and theft at its own expense. Upon request, the Partner shall provide evidence of the marking and the existence of appropriate insurance coverage.

The Partner shall inform us immediately of any damage to the production equipment and shall carry out maintenance and repair work at its own expense. We shall bear the costs of renewal of the production equipment necessitated by wear and tear.

20. Processing, modification or installation of production equipment provided by us shall be carried out on our behalf.

If this results in an inseparable combination of our items with items of the Partner or a third party, we shall acquire co-ownership of the newly created item in proportion to the value of our items relative to the new item. If processing, modification or installation is carried out in such a way that our items are deemed essential components of a principal item of the Partner, we shall acquire co-ownership of the principal item in proportion to the value of our items relative to the new item. In both cases, the Partner shall hold our co-ownership share in safekeeping for us.

### **Prices**

21. Unless otherwise agreed, prices shall be “free place of receipt” in EUR, excluding taxes, in particular VAT, customs duties and other charges, packaging, freight, tolls, postage and insurance.

### **Proofs of Origin, VAT Evidence, Export Restrictions and Supply Chain Due Diligence**

22. The Partner shall provide any legally required or requested proofs of origin without undue delay, duly completed with all required information and properly signed. The Partner shall inform us immediately and unsolicited in writing if the information in the proofs of origin for the delivered goods is no longer accurate. The same shall apply to VAT documentation for foreign and intra-Community supplies.
23. The Partner shall provide us with the valid customs tariff number and inform us immediately if a delivery is subject in whole or in part to export restrictions under German law or other applicable regulations or agreements (e.g. EU sanctions).

24. The Partner shall at all times comply with the statutory requirements applicable in Germany regarding human rights and environmental due diligence obligations of companies and shall, upon request, provide us within a reasonable period of time with all necessary information and enable inspections. Measures taken by us to comply with statutory human rights and environmental due diligence obligations shall be tolerated and supported by the Partner, insofar as this is reasonable for the Partner.

### **Payment Terms, Assignment of Claims, Set-Off**

25. Unless otherwise agreed, we shall pay, subject to clause 27, within fourteen (14) days after delivery and receipt of a proper invoice with a 3% cash discount, or within sixty (60) days net. The later of these dates shall be decisive for the start of the payment period.
26. In the event of acceptance of early delivery, the due date shall be based on the agreed delivery date.
27. In the case of defective delivery or delay in delivery, we shall be entitled to withhold payment proportionately until proper performance has been rendered.
28. The Partner shall not be entitled, without our written consent (which shall not be unreasonably withheld), to assign its claims against us or to have them collected by third parties. In the event of an agreement on extended retention of title, consent shall be deemed granted.

If the Partner assigns its claim to a third party without our consent contrary to sentence 1, such assignment shall nevertheless be effective. However, we may, at our option, discharge our obligation by payment either to the Partner or to the third party.

The Partner may only set off claims that have been finally adjudicated, are ready for decision or are undisputed. Rights of retention or refusal of performance shall also exist only within these limits.

29. If we are required to make advance payments under an Individual Contract, we may refuse payment and set the Partner a reasonable period within which it must deliver concurrently with payment or provide security, if after conclusion of the contract it becomes apparent that our delivery claim is jeopardized due to the Partner's lack of performance capability. A lack of performance capability shall be presumed if the Partner's creditworthiness is rated "High Risk" (rating level 7) or worse by Euler Hermes, or if a credit insurer makes a more than insignificant reduction of the credit limit for the Partner. If the Partner refuses or the deadline expires unsuccessfully, we shall be entitled to withdraw from the Individual Contract and claim damages.

### **Delivery and Transfer of Risk**

30. Unless otherwise agreed, delivery shall be "free domicile". Risk shall pass to us once the Partner has brought the goods into our warehouse.
31. The delivery period shall commence upon dispatch of the order confirmation and shall be reasonably extended if force majeure circumstances apply.
32. Partial deliveries shall be permissible to a reasonable extent and shall be invoiced separately.
33. Reserved.

**Activities on Our Premises**

34. Persons performing activities on our premises in fulfillment of the Partner's obligations shall be subject to our works regulations and our instructions regarding applicable accident prevention, occupational safety, environmental and other regulations. Hazardous substances may only be used on our premises after coordination with our specialist personnel and must be properly labeled.

**Delay in Delivery**

35. If the Partner foresees that the goods cannot be delivered within the delivery period, it shall inform us immediately in writing, stating the reasons and, if possible, the expected delivery date.
- 35a. In the event of delay in delivery, we shall be entitled to demand a contractual penalty of 0.3% of the net order value of the delayed delivery per completed working day, up to a maximum of 5% of the net order value. We shall be entitled to reserve the contractual penalty until payment of the affected goods. Our further claims arising from the Partner's delay in delivery shall remain unaffected. The Partner's liability for damages shall also extend to any lump-sum damages and contractual penalties that we owe to our customer due to the delay in delivery, provided that these are not unusual or that we have informed the Partner of the lump-sum damages or contractual penalty agreed with the customer.

**Retention of Title**

36. The Partner shall retain title to the delivered goods until full payment has been made (simple retention of title). Other forms of retention of title, in particular extended and/or expanded retention of title, shall apply only with our express consent.

**Defects in Quality**

37. The goods must meet the agreed specifications and what must at least be expected by the Partner with knowledge of the intended use, but in any event the mandatory statutory requirements and the state of the art. The contractual condition of the goods shall be assessed at the time of transfer of risk.
- The Partner shall continuously monitor the quality of its deliveries and services and shall establish and maintain a quality assurance system in accordance with ISO 9001:2000, VDA 6.1, QS 9000 or another standard agreed with us. Any changes to the delivery item shall require our prior consent.

The minimum requirements for the documented quality management of the goods are a PPAP/initial sample inspection report, and in the event of a complaint, complaint handling with an 8D report

- 37a. In its deliveries, the Partner shall comply with the applicable statutory regulations of the European Union and the Federal Republic of Germany. This applies, where relevant, in particular to the REACH Regulation (EC Regulation No. 1907/2006), the Electrical and Electronic Equipment Act (ElektroG), the Restriction of Hazardous Substances Ordinance (ElektroStoffV), and the End-of-Life Vehicles Ordinance (AltfahrzeugV) as German implementations of EU Directives 2011/65/EU (RoHS 2), 2012/19/EU (WEEE) and EU Directive 2000/53/EC.

The Partner shall inform us immediately of any relevant changes to the goods, their deliverability, usability or quality caused by statutory regulations, in particular by the REACH Regulation, and shall coordinate appropriate measures with us in individual cases. The same shall apply as soon as and insofar as the Partner becomes aware that such changes will occur.

- 37b. We shall inspect the goods immediately upon receipt for obvious and visible quantity and identity deviations and transport damage. In the event of a complaint, the Partner shall bear the costs of inspection and replacement delivery. For all types of defects, the complaint period shall be five (5) working days from discovery, whereby timely dispatch of the notice shall suffice. In this respect, the Partner waives the defense of late notice of defects.
- 38. Unless otherwise agreed, the limitation period for claims for defects shall be governed by statutory law.
- 39. If the Partner allows a reasonable deadline set by us to expire without remedying the defect or delivering defect-free goods, we may remedy the defect ourselves or have it remedied by a third party at the Partner's expense. The statutory provisions regarding waiver of a deadline and all statutory rights relating to defects, including rights of recourse, shall remain unaffected.

### **Defects in Title**

- 40. The Partner warrants that all deliveries are free from third-party rights and that, in particular, the delivery and use of the goods do not infringe any patents or other industrial property rights of third parties in the country of the agreed place of delivery, in the European Union, Switzerland, Turkey, the United Kingdom and – insofar as communicated to the Partner – in the intended countries of use.
- 41. To the extent that the Partner is directly liable to the third party by operation of law, the Partner shall indemnify us against third-party claims arising from any infringement of intellectual property rights and shall bear all necessary costs incurred in this connection.
- 42. Claims arising from defects in title shall be subject to the same limitation period as claims for defects in quality.

### **Other Claims, Liability of the Partner**

- 43. If the Partner is responsible for a product defect, it shall be obliged to indemnify us against claims for damages by third parties to the extent that the cause lies within its sphere of control and organization and it is itself liable externally.

Within the scope of this liability, the Partner shall also reimburse any expenses pursuant to §§ 683, 670 BGB and §§ 830, 840, 426 BGB that arise from or in connection with a recall action carried out by us or our customers. We shall, insofar as possible and reasonable, inform the Partner of the content and scope of the recall measures to be carried out and give it an opportunity to comment. Other statutory claims shall remain unaffected.

The Partner undertakes to maintain product liability insurance of an appropriate scope and amount. Any further claims for damages to which we may be entitled shall remain unaffected.

**Our Liability**

44. Claims for damages against us, irrespective of the legal basis, may only be asserted in cases of intent or gross negligence on the part of our legal representatives or senior executives, and in cases of culpable breach of essential contractual obligations, i.e. obligations whose fulfillment is essential for the proper performance of the contract and on whose compliance the contractual partner regularly relies and may rely. In the event of culpable breach of essential contractual obligations, our liability shall be limited to the damage typical for the contract and reasonably foreseeable.

This limitation of liability shall not apply in cases of mandatory liability under the Product Liability Act for personal injury or property damage, or in the event of injury to life, body or health.

**Force Majeure**

45. Force majeure, labor disputes, unrest, armed conflicts, terrorist attacks, governmental measures, failure of suppliers to deliver, epidemics and other unforeseeable, unavoidable and serious events shall release the contracting parties from their performance obligations for the duration of the disruption and to the extent of its effect. The contracting parties shall, within reasonable limits, promptly provide the necessary information and adapt their obligations to the changed circumstances in accordance with the principles of good faith.

**Place of Performance, Jurisdiction and Applicable Law**

46. The place of performance for delivery of the goods shall be the destination specified by us. The place of performance for our payments shall be the location of the business unit that concluded the Agreement or Individual Contract.

Claims for defects shall be fulfilled at the location where the delivered goods are situated.

47. The place of jurisdiction for all disputes arising out of or in connection with an Agreement or Individual Contract, including in bill of exchange and check proceedings, shall be our registered office. We shall also be entitled to bring an action at the Partner's place of business.

48. The contractual relationship shall be governed exclusively by the laws of the Federal Republic of Germany.

The application of the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods (CISG – "Vienna Sales Convention") is excluded.

**Emil Hembeck GmbH & Co. KG**  
**58509 Lüdenscheid**  
**Germany**

**Date: 13/01/2026**