

General purchasing conditions
Version: June 2025

I. Content of contract and its conclusion

1. These General Purchasing Conditions apply to all current and future orders for goods, services, and contract work, as well as their processing with business entities in accordance with § 14 Para. 1 BGB. We only recognize the differing or conflicting conditions of the supplier if they are explicitly stipulated in these purchasing conditions or in the contract with the supplier. Unconditional acceptance of the goods does not constitute agreement to the supplier's conditions.
2. Oral agreements made by our employees are only binding through our confirmation in text form.
3. The preparation of offers is free of charge for us and non-binding.
4. The current **Incoterms** apply for the interpretation of trade clauses.

II. Prices and payment

1. The agreed prices are defined as fixed prices.
2. Price agreements such as "DAP" or other "free/franco" deliveries, include freight and packaging costs. If delivery is not paid, we will only cover the most cost-effective freight option unless a specific shipping method has been prescribed by us.
3. Unless otherwise agreed, payments will be made within 14 days with a 2% cash discount or within 30 days net without deduction.
4. Payment and discount deadlines begin upon receipt of the invoice, but not before receipt of the goods or - in the case of services - before acceptance thereof. If documentation, test certificates, sampling materials, or similar documents are part of the service, the deadline begins only after their contractual submission.
5. Our payments are timely if they are made on the due date or submitted to the bank or payment service provider for execution.
6. Claims for default interest are excluded. The default interest rate is 5 percentage points above the base rate. However, we reserve the right to prove that a lower default damage has occurred than claimed by the supplier.
7. Our statutory rights of set-off and retention remain unaffected. We are entitled to withhold the purchase price if the agreed certificates have not been delivered.

III. Delivery times and late delivery

1. Confirmed delivery dates and deadlines are binding. If a delivery delay becomes apparent, the supplier must immediately notify us in text form and simultaneously suggest appropriate countermeasures to mitigate the consequences. Early delivery entitles us to reject the service until it is due.
2. The decisive factor for compliance with the delivery date or deadline is the arrival of the goods at our premises, unless otherwise agreed in text form.
3. If the supplier falls into delay, we - unless otherwise agreed - are entitled to demand a lump-sum compensation of 0.25% of the order value per day, but no more than 5% of the order value, without proof. The supplier may provide evidence that the actual damage incurred is lower. The assertion of further delay claims under legal regulations remains unaffected.
4. We are free to demand damages instead of performance after the unsuccessful expiry of an appropriate grace period. Our claim for delivery expires only when the supplier has paid the damages.

5. The supplier may only invoke the absence of documents to be provided by us if they have not received them despite a written reminder.

IV. Retention of title

1. The supplier's retention of title rights applies on the condition that ownership of the goods is transferred to us upon full payment. The extended form of the so-called current account retention does not apply.
2. The supplier may only reclaim the goods based on the retention of title if they have expressly withdrawn from the contract beforehand.

V. Execution of deliveries and passing of risk

1. The supplier is covering the risk of accidental loss or unintentional deterioration of the goods until they are handed over at the agreed destination.
2. Partial deliveries may only be made with our consent.
3. Deviations in the delivery quantity are only permitted within standard commercial tolerances.
4. Unless otherwise agreed in text form, the supplier bears the packaging costs. The return obligations are governed by the currently valid version of the packaging act, with returns generally taking place at our premises unless otherwise agreed. The costs for return transport and disposal of the packaging are always borne by the supplier.

VI. Quality, environment, and sustainability in the supply chain

1. The supplier is required to establish and maintain a documented quality and environmental management system that meets the latest industry standards in terms of type and scope. Records of quality inspections need to be made available upon request. Additionally, the supplier agrees to audits conducted by us or an appointed independent third party to assess the effectiveness of these systems.
2. The supplier commits to complying with the legal requirements of the Supply Chain Due Diligence Act. In the manufacturing and delivery of products, as well as in the provision of services, they adhere to all relevant legal provisions for the protection of human rights, compliance with applicable labor standards, and the prohibition of discrimination, forced labor, and child labor. Furthermore, the supplier will actively promote and enforce compliance with these obligations among their own suppliers, even if they themselves are not directly subject to legal regulations.
3. The supplier is encouraged to promote sustainable production and delivery processes and to actively implement measures to reduce CO₂ emissions. This includes optimizing energy efficiency, conserving resources, and prioritizing climate-friendly technologies. Additionally, the supplier commits to using environmentally friendly packaging and transportation methods and continuously seeking ways to reduce their ecological footprint.
4. The supplier accepts our **Code of Conduct** in its current version.

VII. Declarations of Origin, Sanctions, Trade Restrictions, REACH, and CBAM

1. For all delivered goods, the supplier provides us with a supplier declaration regarding the preferential origin of the goods or a certificate of origin for preferential or non-preferential origin.
2. If the supplier issues declarations or certificates regarding the preferential or non-preferential origin of the delivered goods, the following provisions apply:
 - The supplier undertakes to enable the customs authorities to verify the original documents. They provide the necessary information and, if required, furnish necessary confirmations.
 - The supplier is liable for damages resulting from the declared origin not being recognized by the competent authorities due to incorrect information or lack of verification options, unless the supplier is not responsible for these consequences.

3. The supplier commits to ensuring that the goods delivered - including raw materials, production materials, products, or other items used or required for fulfilling obligations - as well as services rendered, including transport and delivery, are not subject to economic, financial, or other sanctions imposed by the United Nations, the EU, the Federal Republic of Germany, or the United States of America. This obligation applies regardless of whether the relevant sanction regulations are directly applicable to the supplier.
4. The supplier ensures that all substances, preparations, and products delivered to us comply with the REACH Regulation and fulfill the resulting measures.
5. The supplier is responsible for ensuring that all necessary permits in the supplier's country—such as export licenses—are obtained in a timely manner and remain valid throughout the entire execution of the order. If the supplier fails to meet this obligation, we reserve the right to withdraw from the order and claim damages if necessary. The same applies if required permits are not granted within a reasonable timeframe or are revoked or invalidated during execution, despite the supplier's efforts.
6. If the goods delivered by the supplier are subject to EU safeguard measures such as tariff quotas or other trade restrictions upon imports, the supplier bears all associated customs duties, charges, and security deposits. This includes additional duties or deposits due to exhaust or critical tariff quotas. The supplier is not entitled to refuse or delay delivery due to these measures, particularly in the case of exhausted tariff quotas. If a later delivery date is agreed upon with us to avoid additional duties, the supplier also bears the related costs, including storage fees.
7. The supplier undertakes to provide us with the necessary information required by us or our customers to participate in the EU Carbon Border Adjustment Mechanism (CBAM) under Regulation (EU) 2023/956 and to fulfill related rights and obligations. This includes:
 - Data on direct emissions generated during the production of the goods
 - Information on indirect emissions from the electricity consumed in production
 - Proof of the CO₂ price paid in the country of origin for the reported emissions (CBAM data)

The supplier assumes full liability for complete, accurate, and objective verifiability of the CBAM data as well as its determination and documentation in accordance with EU requirements. In the event of breaches of these obligations - including lack of verifiability of CBAM data - the supplier is required to compensate us or our customers for incurring additional costs and damages and to indemnify us or our customers against any third-party claims. This does not apply if the supplier or a downstream subcontractor, whose actions are attributable to them, is not responsible for the failure to meet the obligations.

VIII. Warranty provisions and statute of limitations

1. The supplier undertakes to deliver goods free from material and legal defects. Suppliers are liable for ensuring that their deliveries and services meet recognized technical standards, as well as the contractually agreed properties and norms, and are suitable for the intended use.
2. Upon receipt of the goods, we inspect them to a reasonable and industry-standard extent for quality and completeness. A reasonable incoming inspection, unless there are specific indications of defects, includes only the externally visible condition of the goods and does not extend to further investigations of internal properties. If we receive test certificates from the supplier, we are not obliged to verify compliance with contractual or regulatory standards for all listed specifications. Specifically, we are not required to validate the test certificates through additional material testing. Notifications of defects are considered timely if submitted to the supplier via letter, email, or phone within ten days of discovering the defect. The deadline starts from the moment we—or in the case of indirect transactions, our customers—detected or should have detected the defect.
3. If the goods exhibit a material defect, we retain unrestricted legal rights. A supplier's remedial action is deemed to have failed after a single unsuccessful attempt. We are entitled to withdraw from the contract even if the supplier's breach of duty is minor.

4. The supplier must compensate us for all expenses incurred due to a defect in relation to our customers, provided the defect was already present when the risk was transferred to us.
5. Our claims for defects are subject to a limitation period of 36 months, starting from the timely defect notification as per point 2. The supplier's liability for defects ends no later than ten years after delivery of the goods. This limitation does not apply if our claims arise from circumstances that were known or should have been known to the supplier and were not disclosed to us.

IX. Place of Performance, Jurisdiction, Applicable Law, and Data Protection

1. Unless otherwise agreed, our company headquarters shall be considered the place of performance for delivery.
2. If the supplier is a merchant, a legal entity under public law, or a special public law fund, or if they do not have a general place of jurisdiction within the country, the place of jurisdiction shall be our company headquarters. Additionally, we are entitled to sue the supplier at their own place of jurisdiction or at the jurisdiction of our registered branch office with which the contract was concluded.
3. German law applies to all legal relationships between us and the supplier. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) dated April 11, 1980, are excluded.
4. The processing and storage of supplier data are carried out in compliance with the provisions of the General Data Protection Regulation (GDPR).

X. Applicable Version

In case of doubt, the German version of these General Purchasing Conditions shall prevail.