

## General Terms and Conditions of Purchase (GTCP)

We place orders on the basis of our General Terms and Conditions of Purchase. Our General Terms and Conditions of Purchase apply only to entrepreneurs, legal entities under public law, or special funds under public law. Other terms and conditions shall not become part of the contract, even if we do not expressly object to them. If we accept the delivery/service without express objection, this shall in no way imply that we have accepted your terms of delivery.

These General Terms and Conditions of Purchase shall also apply to all future contractual relationships with you; any changes must be accepted by us in writing. The execution of the order shall be deemed acceptance of our terms and conditions on the part of the seller.

### 1. Conclusion of contract:

We are bound by our offer for six days. A contract is only concluded if our order is confirmed in writing within these six days.

Verbal orders or declarations made by our representatives or auxiliary persons as well as verbal agreements require written confirmation. Other conditions shall not become part of the contract, even if we do not expressly object to them.

You must treat the conclusion of the contract as confidential and may only refer to business connections with us in advertising materials and reference lists after we have given our written consent.

Drawings and documents accompanying orders and inquiries, as well as all models, templates, tools, etc. provided for the execution of orders, remain our property and, unless expressly agreed otherwise, must be returned unsolicited immediately after completion of the order or in the event of non-acceptance. They may not be made accessible to third parties.

We reserve the right to assert claims for compensation for damages incurred by us as a result of any misuse in this regard. Unless further requirements are specified in the order, the delivery items must be returned to us in their original condition. We reserve the right to assert claims for compensation for damages incurred by us as a result of any misuse in this regard. Unless further requirements are specified in the order, the delivery items must be of standard commercial quality and, insofar as DIN, EN, VDE, VDI or equivalent standards exist, must be delivered in accordance with these. In any case, the delivery items must be manufactured and equipped in such a way that they comply with the legal provisions applicable at the place of performance on the day of delivery, in particular those relating to technical work equipment, hazardous substances, accident prevention, emission protection, and workplace safety, as well as the established findings of ergonomics. Machines, electronic assemblies, etc. must comply with the EMC directives according to EEC and be marked "CE." The EC declaration of conformity must be enclosed with the delivery documents.

The seller is liable for personal injury and/or property damage resulting from non-compliance with these regulations.

### 2. Prices:

The agreed prices are ex works. Packaging will only be paid for if expressly agreed. Your obligation to take back the packaging is governed by the statutory provisions. In the event of a price reduction, we shall be granted the daily price valid at the time of delivery. An increase in material prices, wages, and other cost factors does not entitle us to adjust prices unless a special agreement has been made in this regard.

### 3. Shipping:

Shipping is at the risk of the seller, who is also liable for the consequences of incorrect waybill issuance. The risk of transport damage is borne by the seller. Shipping must be free of freight, packaging costs, and fees and must take place during the following goods acceptance times: Plant 1, Hofstr. 56-60, Monday to Thursday from 6:00 a.m. to 1:45 p.m., Fridays from 6:00 a.m. to 12:30 p.m. Plant 2, Reisholzstr. 15, Monday to Thursday from 7:00 a.m. to 2:45 p.m., Fridays from 7:00 a.m. to 11:45 a.m. to the delivery address specified by us unless otherwise agreed. Our shipping instructions must be strictly observed. Any additional costs incurred as a result of non-compliance shall be borne by the supplier. Unless otherwise specified, the most economical shipping method shall be chosen. We are released from the obligation to accept the ordered delivery/service in whole or in part and are entitled to withdraw from the contract if the delivery/service is no longer usable by us due to delays caused by force majeure or industrial action, taking economic considerations into account.

### 4. Invoicing:

Invoices must be submitted in duplicate immediately after delivery and must always include our order number; for monthly deliveries, the collective invoice must be submitted by the third day of the following month at the latest. Invoices that are not submitted correctly will only be considered received by us from the time of correction.

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### 5. Payment:

Payment shall be made after delivery and receipt of invoice either within 14 days with a 3% discount or within 60 days net in a means of payment of our choice. The payment period shall commence upon receipt of the invoice, but not before receipt of the delivery. In the event of a faulty delivery, we shall be entitled to withhold payment proportionate to the value until proper performance.

### 6. Complaints:

The seller waives the objection of late notification of defects. We reserve a period of at least 14 days after receipt of the shipment for the inspection of the goods (§ 377 HBG).

### 7. Seller's liability for defects and damage:

We are entitled to the full extent of the statutory claims for defects. In particular, we are entitled to demand that the seller, at our discretion, either remedy the defect or deliver a new item. We expressly reserve the right to assert claims for damages, including damages in lieu of performance, for each degree of fault in full accordance with the statutory provisions. We expressly reserve the right to assert our right to compensation, including compensation in lieu of performance, for any degree of fault in full in accordance with the statutory provisions. The limitation period for claims for defects is 3 years. It begins with the transfer of risk or acceptance. The seller is liable to us for any damage caused by him or his vicarious agents in full and for any degree of fault in accordance with the statutory provisions.

### 8. Delivery date:

The delivery time specified by us is binding. The seller is obliged to inform us immediately in writing if they are unable to meet the agreed delivery date or wish to deliver earlier. Our rights in the event of a delay in performance remain unaffected by this obligation to provide information. If the seller is in default of delivery, they shall pay 0.1% of the order amount for each working day of delay, up to a maximum of 5% as a contractual penalty. The assertion of legal claims due to delay in performance remains unaffected. In the event of premature delivery, we reserve the right to return the goods at the seller's expense. If no return shipment is made, the goods shall be stored by us at the seller's expense and risk until the delivery date. Premature delivery of the ordered goods shall not affect the payment period, which is based on the agreed delivery date.

### 9. Withdrawal from the contract:

We are entitled to withdraw from the contract if the seller has filed for insolvency proceedings against their assets, made an affidavit in accordance with § 807 ZPO (German Code of Civil Procedure), or if insolvency proceedings have been opened against their assets or the opening of proceedings has been rejected due to lack of assets. In cases of force majeure, we may cancel the contract in whole or in part or demand performance at a later date without this giving rise to any claims against us. In cases of force majeure, we may cancel the contract in whole or in part or demand performance at a later date without this giving rise to any claims against us.

### 10. Occupational safety:

The relevant occupational safety regulations apply to the provision of services in our facilities. All employees of external companies working in our company are obliged to comply with our relevant regulations on safety and health protection, as well as the procedural and work instructions drawn up for the safe execution of the work. In this regard, the branch and department manager appointed for cooperation with the external company in our company is authorized to issue instructions to the employees of the external company. Before starting work, the employees of the external company receive instruction (initial instruction) from the operations manager or a person appointed by him on our safety standards, as well as instruction on their work activities and workplace requirements. External companies are instructed in the principles and measures practiced by our company and are obliged to comply with them.

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### 11. Miscellaneous:

Legally relevant declarations and notifications that the seller must make to us or a third party must be made in writing. Unless otherwise specified in the contract, the place of performance and payment is our registered office in Hilden. The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction shall be the court responsible for our registered office in Hilden. Should one or more provisions of the contract with the seller, including these GTC, be or become invalid, this shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall be deemed to be replaced by a new, valid provision that fulfills the same legal and economic purpose as far as possible. The same applies to any unforeseen loopholes in these provisions.