

The following general purchasing conditions apply to all business transactions relating to our purchase.:

1. Contract

- 1.1. We make orders based on our general purchasing conditions. Any other conditions are not accepted as contractual content, even if not expressly contradicted by us. Our acceptance of the delivery/service without express objection cannot in any circumstances signify that we have accepted your delivery conditions. These general purchasing conditions are also valid for all future contractual relations with you.
- 1.2. If you do not accept our order in writing within 5 days of receipt, we shall be entitled to cancel.
- 1.3. Only orders issued in writing are binding. Orders made verbally or by telephone require subsequent written confirmation in order to be valid. This also applies to verbal supplementary agreements and amendments to the contract. Orders, delivery schedules and any changes and additions may, upon prior written agreement, be sent via remote data transmission or machine-readable data media. In individual cases, drawings provided by us, including tolerances, are binding. By accepting the order, you acknowledge that you are aware of the type of version and scope of service by viewing the available plans. We are not liable for any obvious errors, spelling mistakes and miscalculations in the documents, drawings and plans provided by us. You are obliged to inform us of any such errors in order to enable us to correct and re-issue our order. This also applies to missing documents or drawings.
- 1.4. Payment for visits or the preparation of offers, projects, etc. is excluded. You must inform us of any deviations from inquiry documents in the offer.
- 1.5. Subsequent amendment requests must be observed. Should a date or price adjustment be required as a result, this must be agreed with us in writing.
- 1.6. The contract must be treated confidentially. You may refer to our business relations in advertising materials upon prior written consent.
- 1.7. The contractual parties undertake to treat all commercial or technical details known to them through the business relation as trade secrets. Subcontractors shall be bound accordingly.
- 1.8. We reserve our ownership and copyright rights to all drawings, calculations, models, documents and other records; they must not be disclosed to third parties without our express written consent. They may only be used for the production of our order; upon completion of the order, they are to be returned to us.
- 1.9. For materials (substances, preparations) and items (e.g. goods, parts, technical devices), the nature, properties or condition of which may pose a risk to the life and health of people, the environment and objects, and which therefore require special treatment in terms of packaging, transport, storage, handling and waste disposal in accordance with applicable regulations, the offer must be sent with a completed safety data sheet, a data sheet for further distribution abroad and the relevant accident data sheet (transport). In the event of changes to materials or legal stipulations, you must provide us with updated data and information sheets.
- 1.10. Trade terms shall be construed in accordance with the applicable Incoterms.

2. Prices, shipping, packaging

- 2.1. The prices agreed upon are fixed prices and exclude all additional claims. The price also includes all technical documents required for planning, assembly, commissioning, maintenance and operation, etc., in the number and language required by us, and all costs for packaging and transport to the delivery address or point of use specified by us, including customs formalities and customs. The following Incoterms apply: DDP. If no prices are specified on the order, your current list prices with customary deductions shall apply. The agreed place of delivery is not affected by the type of pricing term.
- 2.2. Packages, delivery notes and shipping documents must bear all details required for identification, in particular our order number and the article number.
- 2.3. We will only accept the quantities or unit numbers ordered by us. Over or under-delivery is only permitted upon express prior agreement with us.
- 2.4. Delivery is at your risk. The risk of all deterioration, including accidental loss, thus remains with you until delivery to our specified delivery address or point of use.
- 2.5. Your obligation to take back packaging is in accordance with the applicable legal provisions. Goods must be packed in a manner to prevent damage during transport. Packaging materials are only to be used to the extent necessary for achieving this purpose. Only environmentally-friendly packaging materials may be used. If we are invoiced separately for packaging, we are entitled to return this to you in good condition, with free carriage, for 2/3 of the invoice amount.

3. Invoicing and payment

- 3.1. Invoices must be submitted to us in duplicate with all relevant documents and data in proper form after delivery. Invoices that are not properly submitted shall only be considered as received from the date of correct re-issue.
- 3.2. Payment shall be made in the customary way, either within 14 calendar days with 3% discount or within 30 calendar days net, calculated from date of delivery/service and invoice receipt.
- 3.3. If certificates of material inspection have been agreed upon, these form an integral part of the delivery and must be submitted to us with the invoice. The payment period for invoices commences upon receipt of the agreed certificate.
- 3.4. In the event of defective delivery, we are entitled to withhold payment pro rata until proper contract fulfillment.
- 3.5. In the event of advance payments, you must provide an appropriate security, e.g. bank guarantee, if requested.

4. Inspection rights

We are entitled to take part in factory tests and carry out inspections on your premises within your operating times in order to ascertain the contractual compliance of the delivery. We are entitled to request the reasonable execution of inspections; The cost of own staff and material and all repeat inspections we carry out will be met by us; the cost of any repeat inspections occasioned by defects identified

during previous inspections for which you are responsible will be met by you.

When allocating subcontracts, you agree to ensure that the subcontractor assigns us the right to information and inspection execution on their premises and to the aforementioned extent.

Inspections do not relieve you of liability for defects or general liability.

5. Delivery dates, delivery delays, force majeure

- 5.1. The delivery dates agreed upon are binding. Receipt of goods at the place of delivery or point of use specified by us, or the timeliness of successful acceptance, shall be classified as authoritative for compliance with delivery dates.
- 5.2. Please note that if an agreed date cannot be adhered to for any reason, you must notify us immediately in writing, stating the reasons and the expected duration of the delay.
- 5.3. You are obliged to compensate us for all direct and indirect damages caused by delay.
- 5.4. If the agreed delivery date cannot be adhered to due to a reason for which you are responsible, and after failure to deliver within an appropriate extension period set by us, we are entitled to choose between damages for non-performance or replacement from a third party at your cost, or to withdraw from the contract.
- 5.5. In the absence of necessary documents to be supplied by us, you may only invoke if you have sent a written reminder for the documents and have not received them within a reasonable period.
- 5.6. Force majeure and strikes release the contractual partners from the performance obligations for the duration of the disturbance and within the scope of its effect. The contractual partners are obliged to provide the required information as far as can be reasonably expected and adapt their obligations in good faith to the changed circumstances. We are fully or partially exempt from the obligation to accept ordered goods/services and are entitled to withdraw from the contract if the delivery/service is - with consideration of economic factors - no longer useful to us as a result of the delay caused by force majeure or strike.
- 5.7. In the event that delivery is made earlier than agreed, we reserve the right to return the goods at your expense. If goods are not returned in the case of premature delivery, the goods will be stored by us at your cost and risk until the agreed delivery date. In the event of premature delivery, we reserve the right not to make payment until the agreed due date.
- 5.8. Partial deliveries shall only be accepted upon express agreement. Where partial deliveries are authorized, the remaining items are to be specified.
- 5.9. In the event that, due to a delivery delay of any kind and origin, we are unable to fulfill or forced to delay our obligations to our customers/purchasers, you shall indemnify us from any claims for damages made by our customers/purchasers, loss and any other legal disadvantages, in particular in the event of profit or production losses.

6. Warranty

- 6.1. You warrant and guarantee that all deliveries/services are in accordance with state-of-the-art technology, the applicable legal provisions and regulations stipulated by public authorities, trade associations and professional

organizations. If, in exceptional cases, it is necessary to deviate from these specifications, you must obtain our written permission. Your warranty obligation is not limited to this agreement. If you have objections to the version desired by us, you must inform us immediately, proposing the changes you deem necessary in order to meet the agreed specifications or legal

- 6.2. You agree to use environmentally-friendly products and processes in your deliveries/services, as well as in supplies and third-party services as far as is economically and technically possible. You are responsible for the environmental compatibility of delivered products and packaging materials and all consequential damage resulting from the breach of your legal duties for disposal.
- 6.3. We will notify you immediately of any defects identified in the delivery/service in writing, as soon as they are discovered within the normal course of business, but no later than 8 working days after receipt. Notices of defects or hidden defects are still considered on time if reported after 8 working days after discovery by us or our customers. Defects that are not detected by sampling are considered as hidden defects.
- 6.4. Defects identified in the delivery/service during the warranty period, which also include failure to supply guaranteed data and the absence of warranted properties, must be eliminated immediately without charge, including all ancillary costs, by repair or replacement at our discretion. Said ancillary costs especially include costs incurred in defect identification, removing the defective part and installing the replacement part, in addition to expert and transport costs. We are also entitled to statutory claims, in particular to claims for cancellation, reduction, replacement/repair and/or damage compensation.
- 6.5. If you culpably fail to meet your warranty obligation within a reasonable period of time set by us, we, or a third party assigned by us, may take the necessary action at your expense and risk, without prejudice to your warranty obligation. In urgent cases and after prior agreement with you, we may decide to execute repairs ourselves or through a third party. In compliance with our duty to mitigate damages, small defects may be remedied by us without prior agreement, without prejudice to your warranty obligation. We may then charge the necessary expenses to you. This also applies if an unusually high risk of damage exists.
- 6.6. The warranty period is 36 months after commissioning, unless expressly agreed otherwise. This begins with the delivery of the article supplied to us or a third party specified by us at the destination of receipt or point of use stipulated by us. For devices, machines and systems, the warranty period begins with the date of acceptance, which is stated in our written declaration of acceptance. If acceptance is delayed through no fault of yours, said warranty is 36 months after release of the article supplied. The warranty period for replacement parts is 12 months after installation/commissioning and ends no later than 24 months after delivery.
- 6.7. For parts that could not remain in operation during defect investigation, the valid warranty period shall be

extended by the length of operation interruption.

For repaired or newly delivered parts, the warranty period begins after the completion of the rectification measures or, if acceptance has been agreed, with said acceptance. Acceptance must be requested from us in writing.

6.8. The warranty claim shall lapse 6 months after defect rectification within the warranty period, but not before its expiry.

6.9. If we are held liable for violation of official safety regulations or due to domestic or foreign product liability regulations or laws as a result of defects in our products that are attributable to your goods, we are entitled to claim compensation from you for this damage, providing it is caused by the products delivered by you. These damages also include the costs of a precautionary recall.

You shall mark the articles supplied in order to ensure their permanent identification as your products.

You shall perform quality assurance of the appropriate type and scope and in accordance with the latest technology, and shall provide proof of this to us upon request. If deemed necessary by us, you shall also conclude a quality assurance agreement with us.

You will also insure yourself against all risks of product liability, including the risk of recall, at an appropriate level and shall submit the insurance policy to us for inspection if requested.

In the event that due to a defect or other warranty claim, regardless of type and origin, we are liable to customers/purchasers, you shall indemnify us against the customers/purchasers from all possible claims for damages, losses and any other legal disadvantages, in particular for profit or production losses.

7. Property rights

7.1. You guarantee and ensure that all deliveries are free from third-party property rights and in particular that the delivery and use of the articles supplied do not infringe upon patents, licenses or other rights held by third parties.

7.2. You exempt us and our customers from claims of third parties arising from any breach or property rights and will also bear all costs incurred by us in this regard.

7.3. We are entitled to obtain permission to use the corresponding articles and services supplied from the beneficiary at your expense.

7.4. The limitation period for such claims is ten years, beginning with the conclusion of the respective contract.

8. Final provisions

8.1. If any part of these general purchasing conditions is rendered invalid, the validity of the remaining provisions shall not be affected. The wholly or partially invalid provision shall be replaced by another whose economic purpose is as close as possible to that of the invalid clause.

8.2. We will treat your personal data in accordance with the German Federal Data Protection Act.

8.3. Unless expressly agreed otherwise, the place of performance for delivery obligations is the shipping address or point of use specified by us; for all other obligations of both parties, this is D-37186 Moringen, Germany.

8.4. If you cease payments or insolvency proceedings or judicial or extrajudicial composition proceedings are

initiated against you or your assets, we are entitled to withdraw from the contract.

8.5. The contract language is German. If the contractual partners use another language, the German text shall prevail.

8.6. Court of jurisdiction is Norheim/district court of Göttingen for registered traders. Notwithstanding the above, we reserve the right to bring an action against you at any other permissible place of jurisdiction.

8.7. Supplementary to all contractual provisions, the law of the Federal Republic of Germany applies. The application of the UN Sales Convention is excluded.