

# General Terms and Conditions of Purchase (03/2024)

## 1. Scope of application:

These Terms and Conditions of Purchase shall apply exclusively to all orders - including future orders - and the associated deliveries and services. Any conflicting or additional terms and conditions of the Contractor are hereby rejected. They will also not be recognized if they are not expressly objected to again after receipt, acceptance of delivery, resale and/or payment of the goods. They shall only apply if the Purchaser has expressly agreed to them or parts of them in writing.

## 2. Quotation:

The preparation of quotations is free of charge and non-binding for the client. Quotations must exactly match the specification, wording, order and summary of the enquiry. All prices are to be quoted free our factory or free the specified receiving station and ex works/free loaded means of transport.

## 3. Order:

Only written orders are valid. Orders transmitted verbally, by telephone, by fax or otherwise electronically require our subsequent written confirmation in order to be valid. Every order must be confirmed in writing by the supplier immediately, but at the latest within two working days of receipt. If we do not receive the order confirmation within this period, our order shall be deemed to have been accepted unchanged in all respects. If an order is not placed, any remuneration and/or compensation for the preparation of projects, development work, etc. shall not be granted in the absence of a special agreement.

## 4. Delivery time and delivery:

The delivery dates stated in the order are binding. The delivery period shall commence on the date of order. Early deliveries are excluded. If the supplier must assume that he will not be able to deliver on time in whole or in part, he must notify us immediately in writing, stating the reasons and the probable duration of the delay. We shall then be exempted, after setting a reasonable period of grace, to make subsequent delivery and claim damages for late delivery or to withdraw from the contract and claim damages for non-performance. If neither the supplier nor his subcontractors are responsible for the delay, claims for damages are excluded. The supplier is not authorised to make partial deliveries without our prior written consent.

## 5. Rights in the event of material defects and defects of title, liability:

The supplier warrants that the delivery or service has the guaranteed quality, complies with the recognised rules of technology and is free from material defects and defects of title. The warranty period is two years after the transfer of risk or acceptance. Our obligation to inspect the goods and to give notice of defects within a reasonable period of time shall only commence upon receipt of the delivery item by us or after acceptance or, in the case of hidden defects, upon their discovery. We shall be entitled to the statutory claims for defects in full. In any case, we shall be entitled to demand, at our discretion, either rectification of the defect or delivery of a new item. If the supplier does not fulfill this obligation to remedy the defect or deliver a new item, we shall be entitled to carry out the necessary measures ourselves at the supplier's expense. We expressly reserve the right to claim damages, in particular the right to claim damages in lieu of performance. In all other respects, the statutory provisions shall apply. This also applies to damage caused by the object of performance or delivery.

## 6. Drawings, models and samples:

We reserve ownership of all models, tools and other aids we provide to the supplier. Our drawings, models and samples, written explanations and goods manufactured accordingly may not be used for other purposes, reproduced, reproduced or made accessible to third parties. The supplier may not make them available to third parties, nor disclose them, use them or reproduce them himself or through third parties without our express written consent. The return must be made in full and only to us without being requested to do so after our order has been processed. In this case, any copies made by the supplier must be destroyed; The only exceptions to this are storage within the framework of statutory retention obligations and the storage of data for backup purposes as part of normal data backup. The supplier is liable for all damages that we incur as a result of a breach of this obligation.

## 7. Patent infringement:

The supplier is liable to ensure that the delivery and use of the items offered does not infringe patents or industrial property rights of third parties in Europe. If claims are made against us by a third party, the supplier shall indemnify us against these claims upon first written request. This obligation

to indemnify relates to all expenses necessarily incurred by us from or in connection with the claim by a third party.

## 8. Invoice and payment:

Under no circumstances may original invoices be enclosed with the goods. Partial invoices are only permitted if we have expressly requested partial delivery. The price stated in the order is binding and includes statutory VAT. Unless otherwise agreed, we shall pay within 14 days with a 3% discount or within 30 days net from delivery of the goods and receipt of the invoice. The receipt of our transfer order by our bank is sufficient to ensure that our payments are made on time. The time of payment has no influence on the supplier's liability for material defects and defects of title. Cash on delivery shipments will not be honoured. The assignment of claims of our suppliers to third parties requires our consent. However, we will only refuse this consent for important reasons. We are entitled to set-off and retention rights to the extent permitted by law.

## 9. Shipping:

Unless otherwise expressly stipulated in our order, all deliveries must be made free of all expenses for shipping, freight, storage and transport insurance (which must be agreed with us in advance). The goods shall be transported at the supplier's risk. The supplier must observe the relevant regulations of the chosen transport carrier and select the most cost-effective and appropriate packaging and transport options for us, unless we have expressly stipulated proof of transport. We reserve the right to determine the choice of means of transport and to accept the shipments from the free-loaded means of transport at the delivery factory; In this case, freight and transport insurance as well as transport risk are borne by us. In cross-border traffic, customs clearance is generally carried out in-house. If this regulation is not observed, all costs incurred for customs clearance will be borne by the supplier, insofar as the supplier is responsible for the non-compliance. For each individual shipment of each order, regardless of the type of shipment and whether the invoice is issued, the supplier must send a detailed shipping notice separately in triplicate on the day the goods are dispatched. Shipping notes, consignment notes, package labels, stickers and attachments for general cargo, wagon labels, invoices and all correspondence must show the order number and date of the order. If required by us, a note for the unloading point (construction, etc.) must also be included on the wagon labels. The supplier is liable for any damages and costs resulting from non-compliance with this regulation. If the order is passed on, the supplier is liable for compliance with these shipping instructions by its subcontractors. These subcontractors must name their client in all documents. The dispatch addresses stated in our orders must be strictly observed.

## 10. Receipt of goods:

All shipments, including truck and wagonloads, must be handled in such a way that they arrive at our premises within the times for receipt of goods. The times for the receipt of goods are specified in the respective order. Damages and costs arising from non-observance of this provision shall be borne by the Supplier insofar as the Supplier is responsible for the non-observance.

## 11. Applicable law:

The contractual relationship is subject to the law of the Federal Republic of Germany, even in the case of purchases from abroad. The application of the Vienna-UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

## 12. Place of jurisdiction:

The exclusive place of jurisdiction is Ludwigshafen/Rhein, place of fulfilment is Ludwigshafen.

## 13. General:

These General Terms and Conditions of Purchase also apply mutatis mutandis to contracts of other types, in particular contracts for work and labour and contracts for work, labour and materials. It is only permitted with our consent to refer to orders and/or the existing business relationship with us for advertising purposes. Amendments, supplements and the cancellation of these General Terms and Conditions of Purchase must be made in writing. This also applies to waiving the written form requirement. In order to maintain the written form, transmission by mail is sufficient. Should any provision of these Terms and Conditions of Purchase be or become invalid or unenforceable, this shall not affect the validity of all other provisions. In such a case, the invalid provision shall be replaced by a substitute provision that is as close as possible to the purpose intended by the invalid or unenforceable provision. This applies accordingly in the event of a contractual loophole.