

### General Terms and Conditions of Purchase Heinrich Dreher GmbH & Co KG October 2022

#### 1. Scope

- 1.1 These General Terms and Conditions of Purchase shall apply to your deliveries and services to us, unless expressly agreed otherwise.
- 1.2 General terms and conditions of the supplier that contradict our terms and conditions shall only apply to the extent that we have expressly agreed in writing.

#### 2. Orders

- 2.1 Our orders and changes or additions to orders must be made in writing or in text form.
- 2.2 We are entitled to revoke our order free of charge if you do not confirm it unchanged within two weeks of receipt.

#### 3. Deadlines and consequences of exceeding deadlines

- 3.1 Agreed deadlines for deliveries and services are binding. If delays are to be expected or have occurred, you must notify us immediately in writing.
- 3.2 If you do not deliver or perform within a grace period set by us, we are entitled, even without threat to refuse acceptance, to withdraw from the contract or to claim damages for non-performance. We are also entitled to withdraw from the contract if you are not responsible for the delay. The additional costs incurred by us as a result of your delay, in particular due to any other cover that is therefore necessary, shall be borne by you.
- 3.3 We reserve the right to demand an agreed contractual penalty for improper performance (§ 341 BGB) until final payment.

#### 4. Prices

- 4.1 The prices are fixed prices. They include all expenses in connection with the deliveries and services to be provided by you.

#### 5. Processing and delivery

- 5.1 You may only subcontract with our consent, unless it is merely a matter of supplying marketable parts. Delivery schedules are binding with regard to the type and quantity of the goods called up as well as the delivery time. Partial deliveries require our consent.
- 5.2 Each delivery must be accompanied by a delivery note stating our order number, if applicable our K number, as well as the name of the content according to type and quantity.
- 5.3 The delivery of the goods is usually carried out in customary disposable standard packaging. For disposable pallets, disposal costs are charged. If reusable packaging is used, you must provide the packaging on loan. The return is at your expense and risk. If, as an exception, we agree to the assumption of the packaging costs, these must be charged at the verifiable cost price.

### **6. Invoices, payments**

- 6.1 Invoices must be submitted to us by separate post; You must provide our order number and, if applicable, K-No.
- 6.2 Your claim to the fee is due for payment 90 days after receipt of the goods and receipt of your invoice or, at our discretion, after 30 days with a 3% discount. The time of payment is the day on which our bank received the transfer order.
- 6.3 Payments do not imply any recognition of the delivery or service as being in accordance with the contract. In the event of faulty or incomplete delivery or service, we are entitled, without prejudice to our other rights, to withhold payments on claims arising from the business relationship to an appropriate extent until proper fulfilment.
- 6.4 The assignment of your claims against us to third parties is excluded.

### **7. Safety, environmental protection**

- 7.1 Your deliveries and services must comply with the statutory provisions, in particular the safety and environmental protection regulations including the Ordinance on Hazardous Substances, the electrical and safety recommendations of the responsible German expert committees or trade associations, e.g. VDE, VDI, DIN. Relevant certificates, test certificates and proofs must be supplied free of charge.
- 7.2 You are obliged to determine and comply with the current status of the guidelines and laws applicable to your components with regard to substance restrictions. You are obliged not to use prohibited substances. Avoidance of hazardous substances in accordance with applicable laws and guidelines must be indicated on the specifications by you. If applicable, we submit the safety data sheets already with the offers and at the respective first delivery with the delivery note (at least in German or English). Information about exceedances of substance restrictions and delivery of prohibited substances must be communicated to us immediately.
- 7.3 In the case of deliveries and the provision of services, you are solely responsible for compliance with the accident prevention regulations. Any necessary protective devices as well as any instructions from the manufacturer must be supplied free of charge.

### **8. Import and export regulations, customs**

- 8.1 For deliveries and services made from a country outside Germany that is a member of the EU, your EU VAT identification number is valid.
- 8.2 Imported goods must be delivered duty paid. You are obliged to provide declarations and information required under Regulation (EC) No 1207 / 2001 at your expense, to authorise inspections by the customs authority and to provide the necessary official confirmations.

### **9. Transfer of risk, acceptance, property rights**

- 9.1 Irrespective of the agreed price, the risk shall pass to us in the case of delivery without installation or assembly upon receipt at the delivery address specified by us and in the case of delivery with installation or assembly upon successful completion of our acceptance. Commissioning or use does not replace our declaration of acceptance.
- 9.2 Ownership of the delivered goods shall pass to us after payment. Any extended or extended retention of title is excluded.

### **10. Obligation to investigate of return, costs of investigation**

10.1 An incoming goods inspection takes place with regard to obvious defects. We will report hidden defects as soon as they are determined according to the circumstances of the proper course of business. You waive the objection of late notification of defects for all defects notified within fourteen days of discovery.

10.2 If we return defective goods to you, we are entitled to charge you back the invoice amount plus a lump sum of 5% of the price of the defective goods. We reserve the right to prove higher expenses. You reserve the right to prove lower or no expenses.

### **11. Warranty for material defects and defects of title**

11.1 Defective deliveries are to be replaced immediately by defect-free deliveries and defective services are to be repeated without defects. In the event of development or design errors, we are entitled to immediately assert the rights provided for in Section 11.3.

11.2 Rectification of defective deliveries or services requires our consent. During the period in which the object of the delivery or service is not in our custody, you bear the risk.

11.3 If you do not remedy the defect even within a reasonable grace period set for you, we may, at our discretion, withdraw from the contract or reduce the remuneration and claim additional damages in each case.

11.4 You are obliged to determine and comply with the current status of the guidelines and laws applicable to your components with regard to substance restrictions. You are obliged not to use prohibited substances. Avoidance of hazardous substances in accordance with applicable laws and guidelines must be indicated on the specifications by you. If applicable, this also applies if you deliver or perform late and we have to remedy defects immediately in order to avoid our own delay in delivery.

11.5 The limitation period for our claims arising from material defects is 36 months from the transfer of risk in accordance with Section 9.1; the limitation period for our claims arising from defects of title is ten years from the transfer of risk in accordance with Section 9.1. The course of the limitation period shall be suspended for the period beginning with the dispatch of our notification of defects and ending with the fulfilment of our claim for defects.

11.6 If you have to deliver or perform in accordance with our plans, drawings or other special requirements, the conformity of the delivery or service with the requirements shall be expressly guaranteed. Should the delivery or service deviate from the requirements, we shall be entitled to the rights mentioned in Section 11.3 immediately.

11.7 Our statutory rights remain unaffected in all other respects.

### **12. Repeated disruptions to performance**

12.1 If you provide essentially the same or similar deliveries or services again defective or delayed after a written warning, we are entitled to withdraw from the contract immediately. In this case, our right of withdrawal also includes such deliveries and services that you are obliged to provide to us in the future from this or another contractual relationship.

### **13. Indemnification in the event of material defects and defects of title**

13.1 You indemnify us against all claims asserted against us by third parties – regardless of the legal grounds – due to a material or legal defect or other defect of a product delivered by you, and reimburse us for the necessary costs of our legal action in this regard.

### 14. Technical documentation, tools, production equipment

14.1 Technical documents, tools, factory standard sheets, production equipment, etc. provided by us remain our property; all trademark, copyright and other property rights remain with us. They are to be returned to us, including all duplicates made, immediately after execution of the order without being asked; in this respect, you are not entitled to assert a right of retention. You may only use the aforementioned items for the execution of the order and may not hand them over to unauthorized third parties or otherwise make them accessible. The duplication of the mentioned items is only permitted to the extent that it is necessary for the execution of the order.

14.2 If you create the items mentioned in Section 14.1 sentence 1 for us in whole or in part at our expense, Section 15 applies.

### 15. Provision of material

15.1 Material provided by us remains our property and must be stored by you free of charge and with the care of a prudent businessman separately from your other items and marked as our property. It may only be used to carry out our order. Damage to the material provided must be replaced by you.

### 16. Confidentiality

16.1 You are obliged to treat all non-obvious commercial and technical details that become known to you through the business relationship confidentially and not to pass them on to third parties.

16.2 The manufacturing for third parties, the display of products manufactured especially for us, in particular according to our plans, drawings or other special requirements, publications concerning the orders and services as well as the reference to this order to third parties, require our prior written consent.

### 17. Miscellaneous

17.1 Place of performance and jurisdiction is Aachen (Germany).

17.2 German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the referral provisions of German private international law.

17.3 Should individual clauses of these General Terms and Conditions of Purchase be invalid in whole or in part, this shall not affect the validity of the remaining clauses or the remaining parts of such clauses.