

## General Terms and Conditions of Purchase

### **I. Scope of validity**

1. The following General Terms and Conditions of Purchase shall apply exclusively. Any terms and conditions contrary to or deviating from our terms and conditions shall not apply unless we have expressly agreed to their application in an individual case. This shall also apply in the event that we accept deliveries or services without reservation in the knowledge of terms and conditions that conflict with or deviate from these terms and conditions.
2. All agreements entered into between ourselves and the contractor for the purpose of executing this contract shall be in writing.
3. Insofar as these General Terms and Conditions of Purchase do not contain any other agreement and the parties have not agreed otherwise, the statutory provisions shall apply.
4. Our General Terms and Conditions of Purchase shall only apply to entrepreneurs within the meaning of Section 310 (1) of the German Civil Code (BGB).

### **II. Order; Confirmation of Order**

1. Verbal and telephoned orders as well as any change to an order must be confirmed in writing in order to be binding.
2. We may revoke the order if the contractor has not accepted it in writing within five working days of receipt (confirmation of order).

### **III. Delivery time**

1. The delivery time agreed between the parties is binding.
2. The timeliness of deliveries shall be determined by the date of receipt at the place of destination/delivery specified by us in accordance with Incoterms ® 2020, and the timeliness of deliveries with installation or assembly and of services shall be determined by their acceptance by us.
3. If circumstances arise or threaten to arise which prevent compliance with the agreed delivery time, the contractor shall notify us immediately in writing of the reasons and the expected duration of the delay.
4. If the contractor is in default, we shall be entitled to charge a penalty of 0.3% for each commenced working day of delay, but not more than 5% of the total contract sum. If the corresponding reservation is omitted upon acceptance of the deliveries, services, the penalty may nevertheless be imposed if the reservation is declared until the final payment.
5. Further or other legal claims remain unaffected.

### **IV. Transfer of risk, dispatch, place of performance, transfer of ownership**

1. In the case of deliveries with installation or assembly and in the case of services, the risk shall pass upon acceptance, in the case of deliveries without installation or assembly, upon acceptance by us at the agreed place of destination/delivery, in accordance with Incoterms ® 2020. Unless otherwise agreed, DDP (named place of destination) Incoterms ® 2020 shall apply if (a) the contractor's registered office and the place of destination are in the same country or if (b) the contractor's registered office and the place of destination are both in the European Union. If the aforementioned conditions are not met, DAP (named place of destination) Incoterms ® 2020 shall apply in the absence of any agreement to the contrary.
2. Unless otherwise agreed, the packaging costs are included in the agreed price. If we agree with the supplier on a price EXW according to Incoterms ® 2020 or excluding packaging, we shall only bear the most favourable freight costs or packaging costs.
3. Each delivery shall be accompanied by a delivery note stating the contents as well as the complete order code.
4. If we bear the transport costs, we must be notified immediately that the goods are ready for dispatch. If DAP/DDP (named place of destination) is agreed in accordance with Incoterms ® 2020, we may also determine the mode of transport. Additional costs for any accelerated transport necessary to meet a delivery date shall be borne by the contractor.
5. Ownership shall pass to us upon handover or acceptance.

### **V. Prices, Terms of Payment**

1. The price stated in the order is binding.
2. Invoices shall be sent to us separately from the goods, and preferably in digital form. Any additional services and deliveries shall be listed separately in the invoice with reference to the previous written agreements.
3. The payment terms shall commence at the earliest from the date of receipt of a proper invoice and fully performed delivery or service. Unless otherwise agreed, payment shall be made by us after receipt of the invoice and delivery within 14 days with a deduction of 3% discount

or within 30 days without deduction.

4. The assignment of the payment claim to third parties requires our prior written consent.
5. In the event of a defect covered by warranty that is not merely insignificant, we shall be entitled to refuse payment until the defect has been duly remedied to a reasonable extent.
6. We shall be entitled to rights of set-off and retention to the extent provided by law.
7. As security for a down payment / advance payment, the supplier shall provide us with a directly-enforceable limited guarantee (valid for at least 6 months) at the first request of a major European bank if the sum agreed in the purchase contract or contract for work and services exceeds EUR 25,000. Alternatively, it is at our discretion to accept a guarantee declaration from an affiliated company. The claims arising from the guarantee may not become time-barred prior to the respective secured claim against the contractual partner.

### **VI. Receiving inspection, liability for defects**

1. Our obligation to inspect the goods upon arrival is limited to deviations in quantity, recognisable transport damage and obvious, externally recognisable defects. The period of notice for these aforementioned defects is two weeks. For all other obvious and concealed defects which are only noticed during processing or use, a period of two weeks from discovery shall apply. Further obligations to give notice of defects and to examine are excluded.
2. We shall be entitled to the statutory claims for defects in full; in every case, we shall be entitled to demand, at our discretion, that the contractor either rectifies the defect or delivers a new item which is free of defects.
3. If the contractor fails to carry out the supplementary performance within the reasonable period set by us, we are entitled (i) to withdraw from the contract in whole or in part without compensation, or (ii) to demand a reduction in the price or (iii) to carry out rectification or new delivery ourselves or to have it carried out at the contractor's expense. The right to compensation for damages, in particular the right to compensation for damages instead of performance, is expressly reserved.
4. The timeliness of the supplementary performance depends on the receipt at the place of destination.
5. The rights set out in section VI.3 may be asserted without setting a deadline if we have a special interest in immediate subsequent performance due to the avoidance of our own delay or other urgency and a request to the contractor to remedy the defect within a reasonable period is unreasonable for us. The statutory provisions on the dispensability of setting a deadline remain unaffected.
6. The contractor shall pay a lump sum in the amount of EUR 50 net for each case of delivery of defective delivery items to compensate for the increased expenses incurred within the scope of the inspection of incoming goods. This amount will be debited to the contractor and deducted from the next payment, or a remittance will be requested; we expressly reserve the right to claim further damages and other warranty claims. The contractor shall be entitled to prove that a lesser damage has been incurred.
7. The limitation period for defects is 24 months, calculated from the transfer of risk or acceptance, unless the law provides for a longer period. Insofar as the contractor makes a new delivery or rectifies a defect within the scope of his obligation to rectify defects, the period stated here shall start again.
8. Insofar as the contractor is responsible for product damage on the basis of which we are held liable for product damage, the contractor shall be obliged to indemnify us against claims for damages by third parties upon first request insofar as the cause lies within his sphere of control and organisation and he is himself liable in relation to third parties. Within the scope of his liability, the contractor shall also reimburse all expenses arising from or in connection with a recall action carried out by us. We shall inform the contractor of the content and scope of the recall – insofar as this is possible and reasonable – and give him the opportunity to comment. In all other respects, the statutory provisions shall apply.
9. The contractor shall ensure by marking the products or, if this is impossible or impractical, by other suitable measures, that he can immediately determine which other products could be affected if a defect occurs in products. The contractor shall inform us about his labelling systems or other measures in such a way that we can make our own determinations to the extent necessary.
10. The contractor shall insure himself against risks arising from product liability to an appropriate amount and shall on request submit the insurance policy and/or his insurance confirmation to us for inspection.

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### VII. Provision of materials

1. Materials provided as well as information made available shall remain the property of the customer and shall be stored separately free of charge and marked as our property.
2. Their use is only permissible for our orders. The contractor shall pay compensation in the event of culpable depreciation or loss, whereby the contractor shall also be responsible for simple negligence. This shall also apply to the invoiced provision of order-related materials.

### VIII. Tools, moulds, patterns, confidentiality

1. Without our written consent, tools, moulds, samples, models, drawings, illustrations and other documents provided by us or manufactured for us, as well as items manufactured subsequently, may not be passed on to third parties or used for purposes other than the contractual purposes. We reserve the property rights and copyrights to these. They are to be used exclusively for production on the basis of our order and are to be returned to us without request after completion of the order. Furthermore, they are to be secured against unauthorised inspection or use. Subject to further rights we may demand their surrender if the contractor violates these obligations.
2. The contractor shall treat knowledge and experience, documents, tasks, business transactions or other information obtained from and about us as well as the conclusion of the contract and the results confidentially in respect of third parties – even beyond the term of the contract – as long as and insofar as these have not lawfully become generally known or we have consented in writing to their disclosure in individual cases. The contractor shall use this information exclusively for the purposes necessary for the provision of the services.

### IX. Code of conduct for contractors

1. The contractor undertakes to comply with the provisions of the Code of Conduct for Suppliers which is available on our [https:// www.redur.de](https://www.redur.de) website.
2. If the contractor culpably breaches the obligations arising from the Code of Conduct, we shall be entitled, without prejudice to further claims, to withdraw from the contract or to terminate the contract if the contractor has not remedied its breach(es) of duty – insofar as this is possible – after the fruitless expiry of a reasonable period of grace.

### X. Product conformity

1. If the contractor supplies products which are subject to statutory and other legal requirements with regard to their placing on the market and their further marketing in the European Economic Area or corresponding requirements in other countries of use notified by us, then he shall ensure that the products comply with these requirements at the time of the transfer of risk. He shall immediately and upon request provide us with all evidence of conformity.
2. If the contractor delivers products whose product components are in a list of declarable substances currently valid at the time of the order, or which are subject to material restrictions and/or material information obligations due to laws (e.g. REACH, RoHS, California Proposition 65), the contractor shall assure us upon request that the required limit values and documentation obligations are complied with. This shall be carried out free of charge by the contractor. Before accepting the order, the contractor shall expressly inform us that the delivery item is subject to the special requirements and shall otherwise expressly recognise all manufacturer obligations (in particular labelling obligation, take-back obligation, etc.) arising from the relevant laws and regulations with regard to us.
3. The contractor expressly assures that the delivered goods comply with all requirements of the Act on the Placing on the Market, the taking back and the environmentally-sound disposal of electrical and electronic equipment (ElektroG based on the WEEE Directive 2012/19/EU) as amended from time to time, insofar as the goods fall within the scope of these laws, regulations and directives.
4. The contractor has instituted appropriate measures to ensure that his supplies and services comply with the requirements arising from Regulation (EU) 2017/821 dated 17 May 2017 establishing supply chain due diligence obligations and the Act implementing it dated 6 May 2020 and Section 1502 of the Dodd-Frank Act (as applicable), as amended from time to time, with respect to the use of so-called conflict minerals (e.g. tantalum, tungsten, tin or gold).

### XI. Provisions on export control and foreign trade data

The contractor shall comply with the applicable national and international foreign trade or customs requirements ("Foreign Trade or

Customs Requirements"). The contractor shall immediately provide us with all information and data in writing that we require to comply with the Foreign Trade or Customs Requirements export, import and re-export, in particular all applicable export list numbers including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN); the statistical commodity number according to the current commodity classification of foreign trade statistics and the HS (Harmonized System) Code and country of origin (non-preferential origin) and, if requested by us, supplier declarations on preferential origin (for European suppliers) or certificates on preference (for non-European suppliers).

### XII. Data protection

1. Within the scope of and exclusively for the purpose of executing the contract, we also process personal data of our suppliers and their employees (e.g. contact data). These data are attributed to the legal entity of the contractor and are only processed by us or companies which are part of the Phoenix Mecano Group. All our employees are bound in writing to data secrecy and have been instructed on the data protection regulations which are to be observed. Our data protection declaration can be found at our [https:// www.redur.de](https://www.redur.de) website.
2. If the contractor obtains access to personal data when providing the contractual services, he shall observe the applicable data protection regulations, and in particular collect, process and/or use personal data exclusively for the purpose of providing the contractual services (purpose specification), oblige his employees to maintain data secrecy and instruct them on the data protection regulations to be observed. Data other than that required for the contractual relationship may not be stored.

### XIII. Place of jurisdiction, applicable law

1. German substantive law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980.
2. The exclusive place of jurisdiction for all disputes relating to this contract shall be the courts at the registered office of our company. However, we reserve the right to assert our claims at any other permissible place of jurisdiction.

Dated 03/2022