

General terms of purchase

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Technoform Bautech Kunststoffprodukte GmbH | Version 04.12.2022

Section 1: Scope and form

1. These General Terms of Purchase (GTP) apply to all business relationships with our business partners and suppliers ("vendors"). The GTP only apply if the vendor is an enterpriser (Section 14 of the German Civil Code (Bürgerliches Gesetzbuch, BGB)), a legal entity under public law or a special fund under public law.
2. In particular, the GTP apply to contracts on the sale and/or delivery of movable items ("goods"), irrespective of whether the vendor manufactures the goods itself or purchases them from upstream suppliers (Sections 433 and 650 BGB). Unless otherwise agreed, the valid version of the GTP last disclosed to the vendor in writing at the time of the customer's order is deemed to be the framework agreement, including for equivalent future contracts, without us having to refer thereto again in each individual case.
3. These GTP apply exclusively. Any deviating, opposing or supplementary terms of business on the part of the vendor do not apply. This provision is also valid if we do not expressly object to the application of such terms.
4. Legal declarations and notifications of the vendor in relation to the contract (e.g. setting of deadlines, reminders, and withdrawal) must be submitted in writing. The written form in the context of these GTP includes written and text form (e.g. letter, email, and fax). Statutory provisions on form and other verifications – particularly in case of doubt regarding the credentials of the declaring party – remain unaffected.
5. Notices on the application of statutory provisions are only provided for the sake of clarity. Therefore, even without such clarifications, the statutory provisions apply insofar as these are not directly adjusted or expressly precluded in these GTP.
6. These GTP have been prepared in duplicate in English and German. In the event of discrepancies between the German and English text of these GTP, the German text shall be decisive.

Section 2: Contract conclusion

1. Our order is deemed binding no earlier than upon written submission or confirmation. The vendor must inform us of obvious errors (e.g. typing and calculating errors) and incomplete entries in the order, including the order documents, for the purpose of correcting or completing such entries prior to acceptance; otherwise, the contract shall not be deemed to be concluded.
2. The vendor is obliged to confirm our order in writing within a period of 14 days or to execute our order by dispatching the goods without reservation (acceptance).
3. Delayed acceptance is deemed to constitute a new offer and is subject to acceptance on our part.

Section 3: Delivery period and default on delivery

1. The delivery period we state in the order is binding. The vendor undertakes to inform us promptly in writing if it is foreseeably unable to observe the agreed delivery period – regardless of the reason.
2. If the vendor fails to render its performance or fails to do so within the agreed delivery period, or if the vendor enters default on delivery, our rights – including the right to withdrawal and compensation – shall be determined in accordance with the statutory provisions. The regulations in paragraph (3) remain unaffected.
3. If the vendor enters default on delivery, we may demand – in addition

to further statutory claims – the flat-rate reimbursement of our default damages in the amount of 1 % of the net price per full calendar week, yet no more than 5 % of the net price of the goods delivered with a delay. We reserve the right to furnish evidence of higher damages. The vendor has the right to furnish evidence that no damages or significantly lower damages were incurred.

Section 4: Performance, delivery, transfer of risk, and default on acceptance

1. The vendor is not permitted without our advance written consent to have the performance it owes rendered by third parties (e.g. subcontractors). The vendor bears the procurement risk for its performances unless otherwise agreed in individual cases (e.g. limitation to stock).
2. Delivery shall be made "free domicile" to the address stated in the order. If the destination is not stated and no other arrangement is agreed, the delivery shall be made to our business address at Hannoversche Straße 2 in 34134 Kassel. The respective destination shall also be the place of fulfillment for the delivery and any subsequent fulfillment (provision obligation).
3. A delivery note stating the date (issue and dispatch), contents of the delivery (article number and quantity), and our order identifier (date and number) must be attached to the delivery. If the delivery note is missing or incomplete, we shall not be responsible for any resulting delays in processing and payment. Separately from the delivery note, we must be provided with a corresponding dispatch note with the same contents.
4. The risk of accidental loss and accidental deterioration of the goods shall be transferred to us upon handover at the place of fulfillment. Insofar as formal acceptance is agreed, this shall be decisive for the transfer of risk. In other respects, the statutory provisions on contracts for work and services shall also apply in the event of formal acceptance.
5. The statutory provisions apply to the occurrence of default on acceptance on our part. However, the vendor must then expressly offer us its performance even if a defined or definable calendar time is agreed for an action or act of cooperation on our part (e.g. provision of material). Should we enter into default on acceptance, the vendor may demand the reimbursement of its additional expenses in accordance with the statutory provisions (Section 304 BGB). If the contract concerns a non-fungible good to be manufactured by the vendor (unique production), the vendor shall only be entitled to further rights if we have committed ourselves to cooperate and are responsible for the failure to cooperate.

Section 5: Prices and payment conditions

1. The price stated in the order is binding. All prices are stated including statutory value added tax, unless this is shown separately.
2. Unless otherwise agreed in individual cases, the price includes all performances and ancillary performances of the vendor (e.g. assembly and installation) and all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance, customs, and duties).
3. Invoices must be submitted for each order separately following delivery in triplicate and stating the statutory value added tax and our full order number. Invoices shall not be attached to the consignment.
4. The agreed price is due for payment within 30 calendar days from complete delivery and performance (including any agreed formal acceptance) as well as receipt of a proper invoice. If we settle payment within 14 calendar days, the vendor shall grant us an early payment discount of

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3 % off the net invoice amount.

5. We shall not owe any interest on maturity. The statutory provisions apply to default on payment.
6. We shall be entitled to rights to offsetting and retention as well as the defense of non-fulfillment of the contract according to the statutory scope. In particular, we are permitted to retain due payments for as long as we still have claims against the vendor for incomplete or defective performances.
7. The vendor shall only have a right to offsetting or retention for legally determined or undisputed counterclaims.

Section 6: Secrecy and reservation of ownership

1. We reserve rights of ownership and copyrights to depictions, plans, drawings, models, calculations, instructions, product descriptions, and other documents. Such documents shall be used exclusively for the contractual performance and returned to us upon completion of the contract. The documents must be kept secret from third parties, including after the end of the contract. The obligation to secrecy expires only and insofar as the knowledge contained in the documents provided has become publicly known. Special confidentiality agreements and statutory provisions on the protection of secrecy remain unaffected.
2. The above provision applies accordingly to substances and materials (e.g. software, finished and semi-finished products) as well as tools, provided parts, templates, samples, and other objects that we provide to the vendor for manufacture. Insofar as these are not to be processed, such objects shall be kept separately at the cost of the vendor and appropriately insured against destruction and loss.
3. Any processing, mixing or combination (further processing) of provided objects by the vendor shall take place on our behalf. The same applies in the event of the further processing of the delivered good by us, such that we are deemed the manufacturer and acquire ownership of the product no later than upon further processing according to the statutory provisions.
4. The transfer of the good to us shall take place unconditionally and irrespective of payment of the price. However, should we accept an offer of the vendor for transfer conditional upon payment of the purchase price in individual cases, the reservation of ownership of the vendor shall lapse no later than upon payment of the purchase price for the delivered good. We remain authorized to resell the good in the ordinary course of business even before payment of the purchase price, subject to advance assignment of the resulting claim (alternatively, application of the simple reservation of ownership and reservation of ownership extended to the resale). In any case, this excludes all other forms of reservation of ownership, in particular reservation of ownership that is expanded, forwarded, or extended to further processing.

Section 7: Defective delivery

1. The statutory provisions and – exclusively in our favor – the following supplements and clarifications apply to our rights in the event of material and legal defects of the good (including incorrect delivery and under-delivery as well as improper assembly/installation or defective instructions) and other breaches of duty by the vendor.
2. According to the statutory provisions, the vendor shall be liable in particular for ensuring that the good has the agreed quality upon transfer of risk to us. In any case, those production descriptions which are an

object of the respective agreement – especially by way of designation or reference in our order – or which were included in the contract in the same manner as these GTP shall be considered the agreement on the quality. It makes no difference whether the product description comes from us, the vendor, or the manufacturer in this connection.

3. The vendor must label its products/goods such that these are permanently recognizable as its products/goods.
4. We are not obliged to inspect the good or otherwise conduct special examinations for any defects upon contract conclusion. Partly in deviation from Section 442 (1) clause 2 BGB, we shall therefore be entitled to claims for defect without restriction, even if we remained unaware of the defect upon contract conclusion due to gross negligence.
5. In connection with the commercial duty to inspect and to give notice of defects, the statutory provisions (Sections 337 and 381 of the German Commercial Code (Handelsgesetzbuch, HGB)) apply with the following proviso: Our duty to inspect shall be limited to defects, which clearly manifest themselves in our incoming goods control during external appraisal, including of the delivery documents (e.g. transport damages, incorrect delivery, and under-delivery) or which are recognizable during random sampling in our quality control. Insofar as formal acceptance is agreed, no duty to inspect exists. In other respects, it depends on the extent to which an inspection is feasible according to the ordinary course of business in consideration of the circumstances of the individual case. Our duty to give notice of defects remains unaffected for defects discovered at a later time. Without prejudice to our duty to inspect, our notice of defects shall in any case be deemed prompt and punctual if it is sent within five working days of discovery or, in the case of obvious defects, within five working days of delivery.
6. Subsequent fulfillment also includes the disassembly of the defective good and the renewed installation, insofar as the good was installed in another object or mounted on another object according to its nature and intended purpose, before the defect became obvious; our statutory claim to the reimbursement of corresponding expenses (costs of disassembly and installation) remains unaffected. The expenses required for the purpose of examination and subsequent fulfillment, in particular transport, carriage, labor and material costs as well as any disassembly and installation costs, shall be assumed by the vendor, even if it is determined that no defect actually existed. Our liability for compensation in the event of an unjustified request to rectify defects remains unaffected; in this respect, however, we shall only be liable if we realized or failed to realize due to gross negligence that no defect existed.
7. Without prejudice to our statutory rights and the provisions in paragraph (5), the following applies: Should the vendor fail to comply with its obligation to provide subsequent fulfillment – according to our choice by way of rectification of the defect (subsequent improvement) or by way of delivery of a defect-free good (replacement delivery) – within a suitable period set by us, we may rectify the defect ourselves and demand reimbursement for the necessary expenses or a corresponding advance from the vendor. If subsequent fulfillment by the vendor has failed or is unreasonable for us (e.g. due to special urgency, risk to company safety or imminent occurrence of disproportionate damages), there shall be no requirement to set a period; we shall inform the vendor of such circumstances without delay, if possible in advance.
8. In other respects, we are permitted to reduce the purchase price or withdraw from the contract in the event of a material or legal defect in accordance with the statutory provisions. Moreover, we are entitled

General terms of purchase

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to compensation for damages and expenses in accordance with the statutory provisions

Section 8: Supplier recourse

1. We are entitled to our claims to expenses and recourse within a supply chain, as prescribed by law (supplier recourse according to Sections 478, 445a, and 445b or Sections 445c, 327 (5), and 327u BGB), without restriction in addition to the claims for defects. In particular, we are permitted to demand the same type of subsequent fulfillment (subsequent improvement or replacement delivery) from the vendor, which we owe our customer in the individual case. Our statutory right to choose (Section 439 (1) BGB) is not restricted hereby.
2. (Before we accept or fulfill a claim for defect asserted by our customer (including compensation for expenses according to Section 445a (1), Section 439 (2), (3) and (6) clause 2, and Section 475 (4) BGB), we shall inform the vendor and ask for a written statement briefly describing the circumstances. If a substantiated statement is not provided within a reasonable period and no amicable solution is effected, the claim for defect actually granted by us shall be deemed owed to our customer. In this case, the furnishing of counterevidence shall be incumbent on the vendor.
3. Our claims arising from supplier recourse shall also apply if the defective good has been combined with another product or otherwise further processed by us, our customer, or a third party, e.g. by way of integration, attachment, or installation.

Section 9: Manufacturer's liability

1. If the vendor is responsible for a product damage, it must release us from third-party claims to the extent that the cause lies in its area of control and organization and it is liable itself in external relations.
2. As part of its release obligation, the vendor must reimburse expenses according to Sections 683 and 670 BGB, which arise from or in connection with third-party claims, including recall actions executed by us. We shall inform the vendor of the content and scope of recall actions – where possible and reasonable – and grant the vendor the opportunity to prepare a statement. Further statutory claims remain unaffected.
3. The vendor shall conclude and maintain a product liability insurance policy with a lump-sum coverage amount of at least EUR 2.5 million per personal injury / material damage.

Section 10: Limitation

1. The mutual claims of the contracting parties shall lapse according to the statutory provisions, unless otherwise agreed in the following.
2. In deviation from Section 438 (1) No. 3 BGB, the general limitation period for claims for defects shall amount to three years from the transfer of risk. Insofar as formal acceptance is agreed, the limitation period shall begin upon formal acceptance. The 3-year limitation period also applies accordingly to claims from legal defects, whereby the statutory limitation period for third-party claims for restitution of property (Section 438 (1) No. 1 BGB) remains unaffected; claims arising from legal defects shall also not lapse in any case for as long as the third party is able to assert the right against us – in the absence of limitation.
3. The limitation periods of commercial law including the above limitation shall apply to all contractual claims for defect in accordance with the statutory scope. Insofar as we have extracontractual claims to

compensation due to a defect, regular statutory limitation (Sections 195 and 199 BGB) shall apply thereto unless the application of the limitation periods of commercial law lead to a longer limitation period in the individual case.

Section 11: Protective rights

1. The vendor releases us from all third-party claims to compensation, which are due to the breach of commercial protective rights in connection with its delivery, if it was aware of or should have been aware of the breach. The same applies in the event of the breach of other third-party rights.

Section 12: Choice of law and jurisdiction

1. The law of the Federal Republic of Germany – with the exclusion of international uniform law, in particular the UN Convention on the International Sale of Goods – applies to these GTP and the contractual relationship between us and the vendor.
2. If the vendor is a merchant within the meaning of the German Commercial Code, a legal entity under public law, or a special fund under public law, the exclusive and international jurisdiction for all disputes arising from the contractual relationship shall be our registered address in Kassel. The same applies accordingly if the vendor is an entrepreneur within the meaning of Section 14 BGB. However, in all cases, we are permitted to take legal action at the place of fulfillment of the delivery obligation in accordance with these GTP or an overriding individual agreement or at the general jurisdiction of the vendor. Overriding statutory provisions, in particular on exclusive competencies, remain unaffected.