

BE-012 General Purchasing Terms and Conditions of Veyhl GmbH

1. Placement of Orders

1. These Terms and Conditions of Purchase apply only to entrepreneurs. Within the meaning of these terms, an entrepreneur is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of their commercial or independent professional activity. A partnership with legal capacity is one that is capable of acquiring rights and incurring liabilities. These Terms and Conditions of Purchase shall apply to all business transactions between Veyhl and the supplier, even if they are not expressly referred to in subsequent contracts. Any changes to these terms, in particular any conflicting terms and conditions of the supplier stated in order confirmations, are hereby expressly rejected. Our silence regarding order confirmations referring to deviating terms and conditions shall not be deemed as consent.
2. An order shall be deemed to have been placed only when it has been issued by us in writing. For the purposes of these Terms and Conditions of Purchase, "in writing" includes written and text form (e.g. letter, email, fax). Statutory formal requirements and further evidence, in particular in cases of doubt regarding the authority of the declarant, remain unaffected.

2. Acceptance of Orders; Scope of Performance for Design or Engineering Services

1. Our orders must be confirmed in writing by the contractor without delay. If such confirmation is not received within 3 days after the date of the order, our order shall be deemed accepted without modification. We specifically draw attention to this acceptance period and its effect when the order is placed. In this respect, Section 362 of the German Commercial Code (HGB) shall be expressly deemed agreed between the parties.
2. In the case of design or engineering services, the contractor may charge based on actual time spent and hourly rates only if this has been expressly agreed. In such cases, the contractor must obtain our decision before exceeding the time expenditure specified in the order or order confirmation. In all other cases, completion of the work performance at the agreed final price shall be deemed agreed, even if such price is based on an estimated time expenditure. Overruns or underruns of the actual effort shall not affect the agreed price.

3. Prices

1. Unless expressly agreed otherwise, the contractually agreed prices – including in the case of successive delivery contracts – are fixed prices and are understood to be exclusive of value added tax.

4. Delivery Dates

1. The agreed delivery dates or delivery periods are binding and shall commence from the date of the order. Compliance with the delivery deadlines or dates shall be determined by the date of receipt of the goods at the place of destination specified by us.
If delays in execution of the order are to be expected, the contractor must notify us immediately, stating the reasons and the anticipated duration of the delay, irrespective of the cause of the delay.
2. In the event of a delay in delivery, we are entitled to demand a lump-sum compensation for delay amounting to 1% of the delivery value per completed week, but not more than 5% in total; further statutory rights (withdrawal and damages in lieu of performance) remain unaffected. The supplier shall have the right to prove that no loss or a significantly lower loss has resulted from the delay.

5. Passage of Risk

1. For purchase contracts, the currently valid version of the INCOTERMS 2020 shall apply. Unless otherwise separately and expressly agreed in writing, all deliveries shall be made "Delivered at Place (DAP)" according to INCOTERMS. In the case of contracts for work and services, the risk shall not pass to the purchaser until express written acceptance has taken place.

6. Warranty

1. The contractor warrants that the goods and services to be supplied conform to the samples approved by us, to the applicable standards (DIN standards, EU standards), to all relevant safety regulations, as well as to all other agreed characteristics within the meaning of Section 434 of the German Civil Code (BGB). The

contractor further warrants that dimensions, weights, and products manufactured based on drawings comply with the contents of the order.

2. Where we provide the contractor with plans, drawings, materials and/or accessories, the contractor is obliged to examine these for completeness, accuracy and suitability for the intended purpose, and to notify us immediately of any incompleteness or inaccuracy of the documents supplied. If the contractor raises no objections, he shall be fully liable under warranty in this respect as well.
3. Regarding the commercial obligation to inspect and give notice of defects, the statutory provisions (§§ 377, 381 German Commercial Code – HGB) shall apply with the following modifications: our inspection obligation is limited to defects that are apparent upon our incoming goods inspection by external examination, including the delivery documents (e.g. transport damage, wrong or short delivery), or that are detectable during our quality control on a sampling basis. Where an acceptance has been agreed, there shall be no inspection obligation. Otherwise, the scope of inspection depends on what is reasonable under proper business practice, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later remains unaffected. Without prejudice to our inspection duty, our notice of defect (notification of defect) shall in any case be deemed immediate and timely if it is sent within 10 calendar days from discovery, or, in the case of obvious defects, from delivery.
4. Insofar as delivery items are defective or warranted characteristics are missing, we may, at our discretion, demand subsequent performance. The contractor shall reimburse us for all costs incurred for such subsequent performance, in particular transport, travel, labor, and material costs. This shall also apply where such expenses are increased because the goods have, after delivery, been forwarded to our customers in accordance with their intended use. In the event of rescission, the contractor shall reimburse us for these costs, including our costs for assembly and disassembly at our customer's site, as contractual costs. In urgent cases, we are entitled, after notifying the contractor, to remedy defects in the delivery item ourselves or have them remedied by third parties, or to procure a replacement from a third party, at the contractor's expense. In addition, we shall retain all contractual and statutory claims for damages, which may not be limited in any way by the contractor.
5. The warranty period shall be 2 years, unless longer statutory periods apply. For repaired or newly delivered goods, the warranty period shall recommence anew in each case. The written notice of defect shall be deemed the commencement of negotiations regarding warranty claims due to Veyhl and shall suspend the limitation period.

7. Invoice and Payment

1. Unless otherwise agreed in writing, payment shall be made subject to the correctness of the invoice within 14 days with a 3% cash discount, or within 30 days net. The period begins at the time when both a verifiable invoice and the goods have been received by us or the services have been rendered.
2. The period between notification of defects and complete subsequent performance shall not be included in the calculation of the payment term in accordance with paragraph 1 above.

8. Assignment of Claims

1. Within the scope of Section 399 of the German Civil Code (BGB), any assignment of claims is excluded. However, if Section 354a of the German Commercial Code (HGB) provides otherwise, we may, notwithstanding an assignment of claims, render payment with debt-discharging effect to the supplier as the previous creditor.

9. Product Liability

1. If we are held liable under producer's liability pursuant to domestic or foreign law, the contractor shall indemnify us against any damages arising therefrom, including the costs of any necessary recall action and legal defense, to the extent that the contractor would be directly liable himself.
The contractor waives the defense of limitation, unless we ourselves invoke the statute of limitations vis-à-vis the claimant.

10. Provision of Materials

1. Materials provided by us shall remain our property and must be stored separately by the contractor and used exclusively for our order. The contractor shall be liable for any damage or loss. All materials provided shall be insured by the contractor against fire, water, and theft.
2. Processing or transformation of the material shall be carried out on our behalf. We shall in all cases become the owner of the newly created items. In the case of processing with materials belonging to third parties, we shall acquire co-ownership.

11. Ownership Rights, Exclusive Rights

1. All items, samples, drawings, software (e.g. for product control and/or regulation, configurations), IT data, plans, models, tools, and technical instructions provided to the contractor shall remain our property. The

contractor shall keep such items confidential and return them to us free of charge upon request at any time. Disclosure to third parties or use for the contractor's own purposes is prohibited. The same applies to items that have been manufactured wholly or partly at our expense (e.g. molds, tools, fixtures). Any modification of such items may be made only with our prior written consent. These items must also be insured by the contractor. The contractor shall be liable for their damage or loss.

2. Should improvements arise at the contractor's premises in connection with the order, we shall be entitled to a free, non-exclusive right of use for commercial exploitation of the improvement and any related industrial property rights.

12. Intellectual Property Rights

1. The contractor shall assume sole liability towards third parties for any infringement of industrial property rights arising from his deliveries in the countries of the European Community, the United States of America, or Canada, as well as in countries where protection rights exist covering the same subject matter as in any of the aforementioned countries.

The contractor undertakes to indemnify us from all claims of third parties in this regard and to reimburse us for any legal defense costs incurred.

13. Place of Performance, Jurisdiction, and Applicable Law

1. The place of performance shall be the location to which the goods are to be delivered in accordance with the order.
2. The place of jurisdiction shall be Stuttgart; however, we shall also be entitled to assert claims before any other court having statutory jurisdiction.
3. The contractual relationship shall be governed by the law of the Federal Republic of Germany. The application of the international laws on the sale of goods is excluded.

14. Compliance

1. The supplier undertakes to comply with all applicable legal regulations concerning the treatment of employees, environmental protection, and occupational safety, and to work towards minimizing adverse effects on people and the environment arising from his activities.

To this end, the supplier shall, within his capabilities, establish and continuously develop a management system in accordance with ISO 14001. Furthermore, the supplier shall observe the principles of the United Nations Global Compact Initiative, which primarily concern the protection of international human rights, the right to collective bargaining, the elimination of forced and child labor, the elimination of discrimination in employment and occupation, responsibility for the environment, and the prevention of corruption.

Further information on the UN Global Compact Initiative is available at www.unglobalcompact.org

Should a supplier repeatedly and/or despite prior warning act unlawfully and fail to demonstrate that the legal violation has been remedied to the greatest extent possible and that appropriate precautions have been taken to prevent future violations, we reserve the right to withdraw from existing contracts or to terminate them without notice.

In addition, the contractor acknowledges the current version of the Code of Conduct for Business Partners of the Purchaser. This is available on the Purchaser's website at www.veyhl.de/downloads

15. Procurement of Technical Systems and Equipment

1. Obligation to perform work "in accordance with the state of the art and in compliance with the relevant laws, regulations and conditions, in particular the Occupational Safety Act, the Ordinance on Industrial Safety and Health, and the German Equipment and Product Safety Act (GPSG), as well as their implementing ordinances and technical rules. The directly applicable EU directives, in particular Directives 98/37/EC (Machinery Directive), 73/23/EEC (Low Voltage Directive), and 89/336/EEC (EMC Directive), shall be observed."
2. The contractor shall ensure that systems do not consume more energy than is required for their intended use. Wherever possible, energy-efficient drives, motors, and other active components shall be used for the construction of systems. The total energy consumption of the system must not exceed that of a comparable reference system of the same design and size/capacity.
3. The rated power of systems shall be selected so that it is sufficient for the intended use of the system but not excessively oversized. Specifications for the rated power of a system shall be determined by us (the intended user).
4. The contractor is hereby informed that the evaluation of products, equipment, and services that have a significant impact on our energy consumption is, in part, based on their energy performance. We therefore expect the contractor to actively support us in optimizing our energy consumption and energy efficiency throughout the intended service life of the required energy-consuming products, equipment, and services.

5. "The contractor shall inform us about the necessary qualified operation, required maintenance and servicing measures, and inspections necessary for the intended and trouble-free use of the system, and shall provide the corresponding documentation, such as maintenance instructions."

16. Conditions for Architectural and Engineering Services

1. The contractor's employees shall be informed of all safety and conduct regulations when entering our plant premises.
2. It is mandatory to use only electrical equipment tested in accordance with DGUV Regulation 3 (the responsibility lies with the contractor).
3. It is prohibited to alter the settings of power supply, heating, ventilation, and air conditioning systems, unless such alteration is required for the execution of the work. In such cases, written authorization must first be obtained from us.
4. Windows and doors must be kept closed.

17. Amendments, Severability Clause

1. Any amendments to these Terms and Conditions of Purchase or other contractual agreements must be made in writing. Should individual provisions of these Terms and Conditions of Purchase become invalid due to statutory provisions or individual contractual arrangements, the validity of the remaining provisions shall not be affected.