



## General Terms and Conditions of Purchase of Hoffmann + Krippner GmbH & Co. KG

Version: August 2024

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### § 1 Scope

(1) Our General Terms and Conditions of Purchase (hereinafter referred to as "Purchasing Terms") shall apply to all deliveries and services of the Supplier. Our Terms and Conditions of Purchase shall apply exclusively; we do not recognize any terms and conditions of the Supplier which conflict with or deviate from our Terms and Conditions of Purchase unless we have expressly agreed to their applicability in writing. Our Terms and Conditions of Purchase shall also apply even if we accept the delivery or service of the Supplier without reservation in the knowledge that the Supplier's terms and conditions conflict with or deviate from our Terms and Conditions of Purchase.

(2) Individual agreements made with the Supplier in individual cases (including collateral agreements, supplements and amendments) shall always take precedence over these Terms and Conditions of Purchase. A written contract or our written confirmation shall be decisive for the content of such agreements.

(3) Our Terms and Conditions of Purchase shall also apply to all future transactions with the Supplier, even if they are not expressly included again.

(4) Legal declarations and notices to be given to us after the conclusion of the contract (e.g. time limits, reminders, declarations of withdrawal) must be in writing in order to be valid.

(5) Our Terms and Conditions of Purchase shall apply exclusively to companies within the meaning of § 310 para. 1 BGB (GERMAN CIVIL CODE).

### § 2 Offer - Offer Documents

(1) The Supplier shall be obligated to accept our orders within a period of two weeks by sending an order confirmation, unless other binding periods have been agreed upon in individual cases; otherwise, we shall be entitled to revoke the order.

(2) The preparation and submission of offers and cost estimates by the Supplier shall be free of charge to us.

### § 3 Delivery and Performance Deadlines – Delay

(1) The delivery date specified in the order is binding.

(2) Partial deliveries or partial services by the Supplier are only permissible with our prior written consent.

(3) If the Supplier is in default with the delivery or performance date, we shall be entitled to demand a contractual penalty. This shall amount to 0.5 % of the total net remuneration for each working day of delay, but not more than 5 % in total. We shall be entitled to claim the contractual penalty until the final payment is made, even if we have not expressly reserved this right upon acceptance of the delayed delivery or service. The contractual penalty shall be offset against any delay damage to be compensated by the Supplier. This contractual penalty agreement and its assertion shall not affect any statutory claims for default to which we are entitled.

(4) If the non-observance of an acceptance or delivery date is due to force majeure, industrial disputes or other events beyond our control, we shall be entitled to demand delivery or performance, in whole or in part, at a later reasonable date, without the Supplier being entitled to assert any claims against us as a result.

(5) The Supplier shall be obliged to notify us immediately in writing if circumstances occur or become apparent to him from which it follows that the delivery or performance time cannot be met. However, this notification shall not affect the Supplier's responsibility for compliance with the agreed delivery or performance date.

### § 4 Delivery - Transfer of Risk - Acceptance - Packaging

(1) The delivery or performance shall be made "free domicile" to the place of destination specified in our order. If the place of destination is not specified and nothing else has been agreed, the delivery or performance shall be made to our place of business.

(2) In the case of services under a contract for work and services, the acceptance of the service shall be decisive for the passing of risk. Unless otherwise



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agreed, a formal acceptance shall always take place.

(3) The goods to be delivered shall be packaged in a customary and appropriate manner or, upon our request, in a special manner in accordance with our instructions. The Supplier shall be liable for damages resulting from defective packaging.

(4) Insofar as the Supplier is obligated under the German Packaging Ordinance to take back the packaging used, the Supplier shall bear the costs of return transport and recycling.

### § 5 Prices - Terms of Payment

(1) The price stated in the order is a fixed price and binding. All prices are in EURO; invoices are to be issued in EURO. In the absence of any agreement to the contrary, the price shall include delivery or performance "free domicile", including packaging. Unless otherwise agreed in the individual case of the specific order, the price shall also include all ancillary services of the Supplier (e.g. assembly, installation) as well as all ancillary costs (e.g. transport costs including any transport and liability insurance).

(2) Unless otherwise agreed in writing, we shall pay the price stated in the order within 14 days, calculated from the date of delivery or acceptance and receipt of a proper and verifiable invoice, with a 3% discount or net within 90 days of receipt of the invoice.

(3) In accordance with our order, invoices must contain, in particular, the order number, the designation of the individual invoice items with indication of the item numbers, the purpose of use, the net individual prices of the individual invoice items as well as the place of delivery or performance and the type of delivery or performance. Insofar as the transportation costs are charged to us separately, the original and copies of the bills of lading with full details of the route, wagon number, etc., and the transportation invoices must also be attached to the invoices; in the case of bulk deliveries, the weight and partial amount of the goods delivered must be stated on these invoices. The Supplier shall be obliged to issue the invoice in accordance with the provisions of the Value Added Tax Act (stating the tax identification number, invoice number, etc.) in such a way that we are able to claim the invoiced value added tax as input tax

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or, if applicable, to submit a value added tax refund application. Otherwise, the Supplier shall be liable to us for any tax disadvantages. Furthermore, we shall be entitled to reject invoices that do not comply with these provisions as improper.

(4) We shall be entitled to the statutory rights of set-off and retention. In particular, we are entitled to withhold due payments as long as we still have claims against the Supplier arising from incomplete or defective deliveries or services.

(5) The Supplier is not entitled to assign its claims under the contract to third parties. This does not apply to claims for money.

(6) We shall be entitled to set-off and retention rights as well as the plea of non-performance of the contract to the statutory extent. In particular, we are entitled to withhold due payments as long as we still have claims against the Supplier for incomplete or defective performance. The Supplier shall only have a right of set-off or retention on the basis of counterclaims which have been established as final and absolute or which are undisputed.

### § 6 Warranty and limitation of actions

(1) Insofar as applicable, the statutory provisions (§ 377 HGB) shall apply to the commercial duty to inspect and give notice of defects with the following proviso: Our duty to inspect shall be limited to defects which are obvious to us (e.g. transport damage, incorrect and short delivery). Our commercial duty to give notice of defects shall be deemed to be prompt and timely if it is made within 10 working days.

(2) We shall be entitled to the statutory warranty claims in full. We have the right to choose the type of remedy (repair or replacement).

(3) Payments made on the price prior to the determination of defects or the acceptance of the goods by a person authorized by us at the supplier's do not constitute an acknowledgement that the goods are free of defects and do not release the supplier from his liability for defects.

(4) The limitation period for warranty claims is 36 months, calculated from the transfer of risk. If the law provides for longer periods, these shall apply.

(5) Upon receipt of our written notice of defects by the Supplier, the limitation period for claims based



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on defects shall be suspended. In the event of replacement or remanufacture and rectification of defects, the limitation period for replaced or remanufactured and repaired parts shall begin anew, unless we had to assume from the Supplier's conduct that the Supplier did not feel obliged to take such action, but only undertook the replacement or rectification of defects for reasons of goodwill or similar reasons.

### § 7 Quality Assurance

(1) The Supplier shall comply with the recognized rules of technology and the agreed technical data for its delivery or service. Changes to the delivery item require our prior written consent.

(2) The Supplier undertakes to comply with the protective laws and other safety regulations applicable to the delivery item or service in each case, such as the regulations of the trade supervisory authorities, VDE regulations for electrical parts and the like. The Supplier shall indemnify us against all public and private law claims arising from the culpable violation of such regulations.

(3) In the case of initial orders or changes in the execution of orders, the number of samples requested by us - marked as such - shall be sent to us prior to final manufacture. The order shall not be deemed to have been placed until we have approved the samples in writing. We undertake to return faulty samples as well as samples deviating from our requirements within a reasonable period of time. Irrespective thereof, the Supplier shall continuously check the quality of the delivery items.

### § 8 Product Liability - Indemnification - Insurance

(1) Insofar as the supplier is responsible for a product damage, he shall be obliged to indemnify us against claims for damages by third parties at first request, insofar as the cause is located in his area of control and organization and he is liable to third parties.

(2) Within the scope of his liability for damage within the meaning of § 8.1, the supplier shall also be obliged to reimburse any expenses arising from or in connection with a recall action carried out by us or our customers. We shall inform the Supplier - to

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the extent possible and reasonable - about the content and scope of the recall action and give him the opportunity to comment. Other statutory claims shall remain unaffected.

(3) Our statutory rights of recourse in the supply chain (supplier recourse pursuant to §§ 478, 479 BGB) shall be available to us without restriction in addition to the claims based on defects. In particular, we are entitled to demand from the supplier exactly the type of subsequent performance (repair or replacement) that we owe to our customer in the individual case. Our statutory right of choice (§ 439 para. 1 BGB) shall not be restricted by this.

(4) The Supplier undertakes to maintain a product liability insurance with a lump sum cover for personal injury/property damage of at least € 5 million and for property damage of at least € 1 million as well as an environmental liability insurance which covers at least the environmental basic and recourse risk; if we are entitled to further claims for damages, these shall remain unaffected. Upon request, the Supplier shall provide us with written evidence of the conclusion of such insurance.

### § 9 Industrial Property Rights

(1) The Supplier shall be liable for ensuring that no rights of third parties are infringed in connection with his delivery or performance.

(2) If claims are made against us by a third party due to the infringement of its industrial property rights, the Supplier shall be obliged to indemnify us against these claims upon first written request; this shall not apply if the Supplier is not responsible for the infringement of the rights of a third party. In the event of indemnification, we are not entitled to make any agreements with the third party without the Supplier's consent, in particular to conclude a settlement.

(3) The Supplier's obligation to indemnify refers to all expenses necessarily incurred by us from or in connection with the claim by a third party.



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### § 10 Production Materials - Confidentiality - Retention of Title

(1) Tools, devices and models which we make available to the Supplier or which are manufactured for the purpose of the contract and for which we are charged separately by the Supplier shall remain our property or shall be transferred to our property. The Supplier shall mark them as our property, keep them in safe custody, insure them against damage of any kind and use them only for contractual purposes. The Supplier is obliged to insure them at replacement value at its own expense against fire, water and theft. At the same time, the Supplier hereby assigns to us all claims for damages arising from this insurance; we hereby accept the assignment. At our request, the Supplier shall be obliged to return these items to us in proper condition; the Supplier shall not be entitled to any right of retention in this respect.

(2) The supplier is obliged to keep strictly secret all documents and information received from us; this also applies to business and operational secrets which are communicated to him or become known to him. They may only be disclosed to third parties with our express prior written consent. The obligation to maintain secrecy shall also apply after completion of this contract; it shall expire if and to the extent that the knowledge or business and operational secrets contained in the documents or information provided have become generally known.

(3) We reserve the right of ownership and, insofar as the documents are copyrightable, the right of copyright to illustrations, drawings, calculations and other documents which we make available to the Supplier. They may not be made accessible to third parties without our prior express written consent. They are to be used exclusively for the purposes of our order; after completion of the order they are to be returned to us without being asked. They shall be kept secret from third parties; in this respect, the provisions of § 10.2 shall apply in addition. The Supplier shall have no right of retention to these documents.

(4) If the item supplied by us is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the reserved item (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the

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Supplier's item is to be regarded as the main item, it is agreed that the Supplier shall transfer co-ownership to us on a pro rata basis; the Supplier shall keep the sole ownership or co-ownership for us.

(5) Without our prior written consent, the Supplier is not entitled to have the work or services owed by him performed by third parties (e.g. subcontractors, freelance workers). If such third parties are permitted to be used, the Supplier shall obligate them in writing to maintain secrecy within the meaning of this § 10.2; upon request, the Supplier shall send us a copy of this obligation to maintain secrecy.

### § 11 Spare Parts

(1) Unless otherwise agreed, the Supplier is obligated to supply us with spare parts for the products delivered to us at competitive prices for a period of 15 years after delivery or performance.

(2) If the Supplier intends to discontinue the production of spare parts for the products supplied to us, it shall notify us of this immediately after the decision to discontinue production has been taken. This decision must be made (without prejudice to the preceding clause 11.1) at least 6 months before the cessation of production.

### § 12 General - Place of Jurisdiction - Place of Performance for Delivery and Service

(1) The place of performance for all claims arising from or in connection with the contract is for both parties the registered office of our company or the place of delivery or performance specified by us.

(2) The place of jurisdiction for both parties for all disputes arising from the contractual relationship as well as over its origin and its effectiveness in the case of merchants, legal entities under public law or special funds under public law shall be the court responsible for the registered office of our company. We shall also be entitled, at our option, to bring an action at the Supplier's place of business.

(3) All claims arising from or in connection with the contract shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.