



Terms and conditions of purchase

I.

Validity

1. Our terms and conditions apply only to businesses/entrepreneurs as defined in Section 14 of the German Civil Code (BGB) and to legal entities under public law or special funds under public law ("Customers").
2. Unless otherwise agreed in a specific case, the following terms and conditions apply exclusively to all our orders, including future orders of the same type.

Deviating and additional terms and conditions of the supplier are not binding upon us, even if we do not expressly object to them. Deviating and additional agreements apply only to the respective individual contract. Our procurement terms and conditions also apply if we accept the supplier's delivery without reservation, even if we are aware of conflicting or deviating terms and conditions of the supplier.

3. All agreements made between us and the contractor, hereinafter referred to as "Supplier" regardless of the underlying legal relationship, for the purpose of executing this contract, must be in written form at least, unless a stricter form, such as written form, is expressly agreed upon or required by law. The same applies to any unilateral declarations of intent and notifications.

II.

Conclusion of Contract / Subject Matter of the Contract

1. Incoming offers are free of charge and non-binding for us.
2. Our orders, amendments, and changes to an order are only binding if they are made in writing or by email and include an order number. The supplier can accept the order. The binding effect is waived if they send us an identical order confirmation in the same form, stating the order number, within five business days of the order date. If no order confirmation is received within this period, the order is nevertheless considered accepted. Acceptance of the order can also be effected by countersigning our order letter. Before receipt of such an order confirmation, we are entitled to revoke our order in any case. By accepting the order, the supplier acknowledges that they have informed themselves about the type of execution and scope of the service by reviewing the existing and, if applicable, provided documentation, documents, and plans.
3. We are not liable for obvious errors, typographical errors, or calculation mistakes in the documents, drawings, and plans we submit. The supplier is obligated to inform us of any such errors so that our order can be corrected and renewed. This also applies to missing documents or drawings.



4. We may request changes to the ordered goods within reasonable, commercially acceptable tolerances for quality and quantity. We will adjust the resulting impact, particularly regarding additional or reduced costs and delivery dates, appropriately with the supplier.
5. Within the scope of the respective application, the supplier must comply with the following regulations:
 - (a) where applicable, our specifications or requirements document
 - (b) the substance prohibitions pursuant to Directive 2011/65/EU (RoHS) and Regulation (EC) No. 1907/2006 (REACH) in their currently valid versions
 - (c) the relevant DIN/EN standards for the delivered item
 - (d) the TÜV regulations
 - (e) the VDE regulations
 - (f) the Product Safety Act
6. In the case of the delivery of machinery, the supplier must ensure in particular that the delivered items comply with national and EU design regulations, the rules of technology, the DIN EN standards applicable to the respective product, the accident prevention regulations, and all other relevant regulations. The supplier further warrants that the statutory regulations are observed during delivery and installation.

All parts necessary for the proper functioning of the system, but not included in the offer

or delivery, will be supplied to us and installed at no additional cost, unless the supplier has expressly indicated in their offer or order confirmation that these parts are required for the proper functioning of the system and will only be supplied at an additional charge.

7. The preparation of offers, technical projects, preliminary studies, etc., is always free of charge for us and does not obligate us to place an order.

III.

Subject Matter of Delivery / Statute of Limitations

1. The content, type, and scope of the delivery are governed by our order, including the specifications and manufacturing documents (drawings, samples, etc.) provided by us. The supplier's obligation to verify these for completeness, accuracy, and suitability, to notify us immediately in writing of any discrepancies/errors, and to execute the order independently remains unaffected.



2. Due to the specific nature of the production process, over- and under-deliveries of strip material are standard practice in the industry. Should the delivered
3. quantity exceed the ordered quantity by more than 10%, the supplier must obtain our approval for this additional quantity by submitting a deviation request. The same applies to under-deliveries that deviate by more than 5% from the ordered quantity.
4. Shortages whose value does not justify subsequent delivery entitle us to reduce the invoice by issuing a debit note.
Partial deliveries are only permitted with our express consent. We are entitled to call off deliveries in partial shipments. Changes to the delivery item and deviations from the presented manufacturing process require our prior written consent.
5. The supplier is liable for all defects in the delivery in accordance with statutory regulations.
6. Claims based on a defect in the goods expire three years after delivery.

IV. Delivery Time

1. The delivery times (delivery date or period) specified in the orders are binding. Delivery periods begin on the order date. The goods must be received at the receiving point specified by us within the delivery period or by the delivery date. In the event of a delay in delivery, a reasonable grace period corresponds to a period of ten working days after the end of the delivery period or after the delivery date.
2. The supplier is obligated to state our order number precisely on all shipping documents and delivery notes. If the supplier fails to do so, any resulting delays are the supplier's responsibility.
3. Cases of force majeure and other delivery delays beyond the supplier's control and unforeseeable by the supplier must be reported to us immediately. If the delay lasts longer than one month, we are entitled to withdraw from the contract.
4. In the event of a foreseeable delay in delivery, the supplier is obligated to notify us immediately in writing.
5. In the event of a delay in delivery, we are entitled to all statutory rights, including the right to withdraw from the contract and the right to claim damages in lieu of performance.



The supplier is liable to us for damages in accordance with statutory provisions; this includes, in particular, claims for lost profits.

If the latest delivery date can be determined based on the contract, the supplier will be in default upon expiry of that date without the need for a reminder from us. We expressly reserve the right to assert any consequences arising from this default, as well as to claim a contractual penalty. The same applies to the assertion of a breach of contractual ancillary obligations.

In the event of a delay in delivery, we are entitled, after issuing a reminder and without prejudice to our

statutory rights due to the delayed performance, to demand a contractual penalty of 1% of the net order value per commenced week, up to a maximum of 5% of the net order value and/or the delivery, and/or to withdraw from the contract. Any forfeited and paid contractual penalty will be credited against any claim for damages, with the exception of the damages for delay to be compensated by the supplier. Both parties reserve the right to prove damages deviating from this. In particular, the supplier shall bear the full amount of the costs incurred by us as a result of a delay in delivery, insofar as the supplier is responsible for the delay.

6. Acceptance of late delivery does not affect our statutory rights due to delay in delivery. If the supplier recognizes that the agreed deadline cannot be met for any reason whatsoever, the supplier must inform us immediately in writing, stating the reasons and the duration of the expected delay. If this does not occur immediately, or if, in our view, this delay is unacceptable, we are entitled, without stating reasons, to withdraw from either parts of the agreed delivery or service, or from the entire contract, without the supplier having any rights arising therefrom. The supplier is liable to us for damages in accordance with the statutory provisions. Acceptance of the delayed delivery or service does not constitute a waiver by us of claims for damages, lost profits, contractual penalties, or substitute procurement. Before exercising our right of withdrawal, we must only grant the supplier a reasonable period for performance or subsequent performance if no delivery date was agreed upon. We are also entitled to declare our withdrawal from the contract before the due date if it is obvious that the conditions for withdrawal will be met.
7. In principle, early deliveries are not permitted unless they have been notified to us in writing beforehand and approved by us. If early deliveries are nevertheless made by the supplier, we reserve the right either to return the goods at the supplier's expense or to store the goods until the agreed delivery date solely at the supplier's expense and risk. Partial deliveries are only accepted by express agreement. In the case of agreed partial deliveries, the remaining quantity must be specified in writing at the time of delivery. However, the supplier is generally not entitled to make partial deliveries. If this results in a cover purchase by us, the supplier shall bear all associated additional costs. Over- or under-deliveries are only possible with our written consent, without prejudice to our warranty rights. The same applies to a change in the production location or process.



V.

Delivery / Shipping / Acceptance / Transfer of Risk

1. Unless otherwise agreed in writing, delivery shall be made carriage paid.
2. Shipping is at the supplier's expense and risk. This also applies to any returns. The supplier is liable for compliance with the specified shipping instructions.
3. The risk passes to us when the goods are unloaded by the supplier or the transport company at the destination. This also applies if our personnel have assisted with unloading.
4. The supplier must include a delivery note with each shipment stating our order number, order date, and our item/drawing number. Otherwise, we are entitled to refuse acceptance without any resulting claims by the supplier. The supplier shall bear the costs of any justified refusal of acceptance.
5. Our shipping instructions and general shipping regulations must be strictly observed in all cases. The supplier is liable for all damages incurred by us as a result of non-compliance.
6. The supplier also bears the costs of their transport insurance.
7. The supplier secures the load in accordance with the applicable regulations.
8. For packaging material subject to return, a full credit note must be issued; the return shipment is freight collect.
9. A delivery note must be enclosed with each shipment, stating the order number, type, condition, and quantity of the goods or materials.
10. If, at our instigation, the delivery is sent directly to a third party, we must be informed immediately and without being asked, with a shipping notification including all relevant information.
11. Goods will only be accepted during our normal business hours.

VI.

Notification of Defects / Defects

1. We will only recognize as conforming to the contract those goods deliveries that correspond to the type, quality, and execution of the drawings, samples, and instructions we provided for the order.

2. If we are prevented from accepting the delivery due to force majeure or other unforeseen circumstances beyond our control, in particular labor disputes, our obligation to accept delivery is suspended for the duration of such circumstances. We will notify you of such circumstances immediately in writing or by telephone. In these cases, we are entitled to withdraw from the contract or demand delivery at a later date. The supplier shall have no claims arising from this. If our obligation to accept delivery is suspended for a period exceeding three months, the supplier is entitled to withdraw from the contract after granting a reasonable grace period. In all cases, the contractual deadlines shall be extended accordingly.
3. Acceptance of the delivery is always subject to inspection for correctness and suitability by our incoming goods inspection department. We are entitled to return defective goods at the supplier's expense and risk and to demand, at the supplier's discretion, either a replacement delivery, rework, or rectification. Latent or hidden defects that are only discovered during processing or at our customers' premises can be reported at any time. They also entitle us to claim reimbursement from the supplier for any wasted costs incurred.
4. The supplier must inspect the delivered goods for compliance with the contractual specifications before delivery and record the condition of the delivered goods in a factory exit certificate. At the latest upon delivery of the goods, the supplier will provide a free acceptance test certificate in accordance with DIN EN 10204 3.1. Furthermore, the supplier must provide the current safety data sheets immediately and without being requested to do so; this applies in particular to chemicals. Our incoming goods inspection is limited to random checks of the goods' identity, the delivery quantity, and the presence of transport damage and obvious defects.

For defects not discovered during this inspection, the supplier waives the right to object to untimely notification of defects pursuant to Section 377 of the German Commercial Code (HGB).
5. A notification of defects is considered timely if it is received by the supplier within 10 working days (Monday to Friday) from receipt of goods, or, in the case of non-obvious defects, from their discovery.
6. In the event of defects and/or other non-contractual performance by the supplier, we are entitled to all statutory remedies without restriction.
7. If we incur expenses in connection with remedying defects through subsequent performance, in particular for the return of defective products, the supplier shall reimburse us for these expenses and indemnify us against claims by our customers relating to such expenses.



8. In exceptional cases where there is imminent danger or particular urgency that, after weighing the interests of both parties, precludes setting a deadline for subsequent performance, we are entitled, after informing the supplier in advance, to carry out the subsequent performance ourselves at the supplier's expense.
9. We are entitled to verify, through process and product audits, that the products to be delivered – including, where applicable, purchased components from the supplier – meet our requirements. This right also applies to our customers.

VII.

Prices / Terms of Payment

1. Only the prices agreed between us and the supplier are valid. These are always net prices, which are agreed upon solely by our purchasing department and the supplier and are shown separately in the respective order or framework agreement.
2. Prices in our orders are fixed prices including incidental costs (packaging, delivery and transport including unloading at the risk of the supplier and its subcontractor to the delivery address specified in the contract, insurance, etc.) and are understood to be delivered to the designated receiving point. The quoted prices are fixed prices that will not be increased even if a change in the basis of price is proven. This also applies to specified metal components. We object to any price reservations and price clauses contained in the supplier's offer or terms of sale. This does not apply to explicitly stated metal prices and alloy surcharges.
3. Unless expressly agreed otherwise, we will make payment in euros free of charge to the supplier's domestic bank account.
4. Invoices must be issued in single copy, stating the order number and referring to the delivery note included with the shipment. A separate invoice must be issued for each order. Invoices that do not comply with this will be returned without giving rise to any claims for late payment.
5. We will pay within 14 days of receipt of a proper invoice with a discount, and within 60 days net, by payment method of our choice or by offsetting against counterclaims. Discount periods are calculated from the date of receipt of the invoice by us, but no earlier than the date of receipt of the goods. We are entitled to deduct a discount of 3% from the final invoice amount. For invoices for construction services, the date of review by the architect or our specialist department replaces the date of receipt of the invoice for the commencement of the discount/payment period.
6. Our default requires a written reminder after the due date.



7. Payments are always made subject to reservation and do not constitute an acknowledgment of the goods' freedom from defects or a waiver of our right to assert any claims to which we are entitled.
8. We reserve the right to accept payment by check or bill of exchange.
9. If the supplier is required to provide material tests, test reports, quality documents, or other documentation, the completeness of the delivery also requires the handover of these documents. Invoices are only due for payment upon handover.
10. We are entitled to set-off and retention rights to the extent permitted by law.
11. Value-added tax (VAT) must be shown separately, if applicable. In the event of earlier delivery or performance than agreed, the payment period begins only on the day on which the delivery or performance would have been due. We are generally free to choose the means and method of payment.
12. In case of late payment, we owe only default interest at a rate of five percentage points above the base interest rate in accordance with the statutory provisions of Section 247 of the German Civil Code (BGB) in conjunction with Section 352 of the German Commercial Code (HGB). Any further claims for interest by the supplier against us (e.g., default interest, Section 353 HGB) are expressly excluded by contract.

VIII.

Protection of Ownership and Copyright

1. The supplier warrants that no third-party rights are infringed in connection with its delivery. The supplier is further obligated to manufacture the goods to be delivered in such a way that they comply with legal regulations, in particular with regard to accident prevention regulations.
2. If we are held liable by a third party due to such an infringement, the supplier is obligated to indemnify us against these claims upon our first written request. The supplier's indemnification obligation covers all expenses that we necessarily incur as a result of or in connection with the third-party claim.
3. We reserve ownership and/or copyright to orders and contracts placed by us, as well as to drawings, illustrations, calculations, descriptions, models, samples, layouts, and other documents provided to the supplier. The supplier may not make them accessible to third parties, disclose them, use them, or reproduce them, either directly or indirectly, without our prior express consent. He shall return these documents and any copies to us in full upon our request if they are no longer needed by him in the ordinary course of business or if negotiations do not result in a contract.



4. Tools, fixtures, and models that we provide to the supplier or that are manufactured for contractual purposes and invoiced to us separately by the supplier shall remain our property or become our property. The supplier shall mark them as our property, store them carefully, protect them against damage of any kind, insure them, and use them only for the purposes of the contract. The supplier shall bear the sole costs of maintaining and repairing these items. Insofar as these costs are attributable to defects in such items used and/or manufactured by the supplier or to improper use by the supplier, his employees, or other agents, they shall also be borne solely by the supplier. The supplier shall immediately notify us in writing of any damage to these items that is not merely insignificant. Upon request, he is obligated to return these items to us in proper condition if they are no longer needed by him to fulfill the contracts concluded with us.
5. If, according to the principles of prudent business practice, there is a possibility that the supplier, for whatever reason, may experience liquidity problems or is at risk of insolvency, he undertakes to inform us immediately in writing, stating the reasons for any insolvency proceedings (including the case of self-administration by the debtor in insolvency). At the same time, he expressly agrees to our right, which we may not exclude, to immediately segregate and remove from the supplier's sphere of influence all tools, molds, plans, other documents, or templates provided or transferred by us, which remain our sole property and our sole right of use and exploitation.

IX. Software Use

1. If the supplier's delivery includes software, we are granted a non-exclusive right to use the delivered software, including its complete and up-to-date documentation. It is not only provided for use on the designated delivery item and service. Use of the software on more than one system is therefore explicitly permitted, provided that the mutually agreed license terms do not expressly stipulate otherwise. We may therefore use the software to the extent permitted by law (§§ 69a et seq. German Copyright Act).
2. Unless otherwise agreed between us and the supplier, the supplier is obligated to perform regular software updates free of charge for us after appropriate prior notice and within normal business hours. This restarts the respective warranty period or limitation period.

X. Transfer of Ownership

1. Ownership of the delivered goods passes to us upon payment.
2. If we provide materials or semi-finished products to the supplier, we retain title to them. They must be stored separately and may only be used for our orders. The supplier is liable for any depreciation or loss that occurs during their



possession, even without fault. Processing or transformation by the supplier is carried out on our behalf.

If our goods subject to retention of title are processed with other items not belonging to us, we acquire co-ownership of the new item in proportion to the value of our goods (purchase price plus VAT) relative to the other processed items at the time of processing.

3. If the goods we provide are inseparably mixed with other items not belonging to us, we acquire co-ownership of the new item in proportion to the value of the goods subject to retention of title (purchase price plus VAT) relative to the other mixed items at the time of mixing. If the mixing occurs in such a way that the supplier's item is to be considered the principal item, then co-ownership passes to us proportionally at the time of combination or mixing; the supplier holds sole ownership or co-ownership on loan for us.
4. We retain ownership of any tools provided by us.
Tools that the supplier manufactures on our behalf and for which we pay full costs become our property upon completion. If we pay partial costs, ownership passes to us proportionally upon completion. Instead of delivery, the supplier then holds the tools on loan for us in these cases.
5. The supplier is obligated to use tools pursuant to paragraph (3) above exclusively for the production of the goods we have ordered. The supplier is obligated to insure these tools at their replacement value against fire, water, and theft damage at their own expense. At the same time, the supplier hereby assigns to us all claims for compensation arising from this insurance. We hereby accept the assignment. The supplier is obligated to carry out any necessary maintenance and inspection work, as well as all repair and maintenance work, on tools that are wholly or partially our property at his own expense and in a timely manner. He must notify us immediately of any malfunctions; if he culpably fails to do so, claims for damages remain unaffected. The supplier shall ensure the proper setup and storage of customer-owned tools.
6. If the security rights to which we are entitled pursuant to paragraphs 3 and/or 4 exceed the purchase price of all our unpaid goods subject to retention of title by more than 10%, we are obligated, at the supplier's request, to release the security rights at our discretion.
7. If we make advance payments for the construction of tools, the supplier shall provide us with an appropriate security bond in the amount of at least 110% of the advance payment made.

XI.

Retention / Set-off / Prohibition of Assignment

1. The assertion of a right of retention and the set-off against counterclaims by the supplier are only permissible if the counterclaim has been legally established, acknowledged by us, or is ready for adjudication.
2. The transfer of the execution of the order to third parties or the assignment of claims or rights in connection with the order to third parties requires our prior express consent.
3. We are entitled to offset our claims against the supplier with all claims that the supplier has against us arising from deliveries or other legal grounds.

XII.

Liability / Product Liability

1. To the extent that the supplier is responsible for product damage, it is obligated to indemnify us against third-party claims for damages upon first demand, provided that the cause lies within its sphere of control and organization and it is itself liable to third parties. The supplier's indemnification obligation extends to all claims that necessarily arise for us from or in connection with a claim by a third party.
2. Within this framework, the supplier is also obligated to reimburse any expenses arising from or in connection with a recall action carried out by us or ordered by the authorities, in accordance with Sections 683, 670 of the German Civil Code (BGB) and Sections 830, 840, and 426 of the German Civil Code (BGB). We will inform the supplier of the content and scope of the recall measures to be implemented – insofar as this is possible and reasonable – and give them an opportunity to comment. Other statutory claims remain unaffected.
3. The supplier is obligated to take out product liability insurance at its own expense with a coverage amount of at least €10 million, which, unless otherwise agreed in a specific case, must be maintained for at least six years after delivery of the products by the supplier and include a post-delivery coverage period of at least five years after termination of the insurance contract. Such product liability insurance of the supplier must also cover so-called extended product liability (e.g., removal and installation costs, other consequential damages, etc.) and likewise have a coverage amount of at least €10 million, be maintained for at least six years after delivery of the products by the supplier, and include a post-delivery coverage period of at least five years after termination of the insurance contract.
4. The supplier is further obligated to agree to a post-delivery coverage period of at least five years after termination of the contract between the supplier and the insurer in the event of business closure, regardless of the reason.



The supplier is further obligated to agree to a post-delivery coverage period of at least five years after termination of the contract between the supplier and the insurer in the event of business closure, regardless of the reason. 4. The supplier will send us a copy of the liability insurance policy upon request.

5. Any further claims for damages to which we may be entitled remain unaffected.
6. The limitation period is ten years, calculated from the date of delivery.

XIII.

Intellectual Property Rights and Patents

1. The supplier warrants that no third-party intellectual property rights worldwide, particularly in countries of the European Union and North America, where it manufactures or has the products manufactured, are infringed in connection with its delivery.
2. The supplier is obligated to indemnify us against all claims asserted against us by third parties due to the infringement of intellectual property rights referred to in paragraph 1 of this clause and to reimburse us for all necessary expenses incurred in connection with such claims. The supplier shall indemnify us or our customers at any time during and after the term of the business relationship, contracts, or orders against all damages and costs (including lost profits, loss of use, downtime, penalties, legal fees, etc.) incurred by us and/or our customers, wherever they may be, in connection with the use or sale of the parts to be supplied by the supplier due to alleged patent, design, copyright, trademark, or similar intellectual property infringements, and shall reimburse us and/or our customers for all resulting costs and damages without reservation and without delay. Should claims for patent infringement, etc., be asserted against us or our customers, the supplier will be informed and requested to immediately take all necessary measures at its own expense to suppress such claims and to assist us in defending against them. We may require the supplier to provide reasonable security in advance for anticipated expenses and damages. Should we, as a result of the claim, be prevented from using or selling any of the parts, tools, molds, plans, or other documents or templates to be supplied by the supplier, and should the supplier be unable to obtain a license for use from the holder of the intellectual property rights, etc., the supplier shall immediately provide equally suitable replacements that do not infringe any intellectual property rights, etc., or, at our request, modify the delivered items in such a way that the infringement of intellectual property rights is eliminated. The aforementioned claims exist in principle in our favor or in favor of our customers; the supplier is only not liable to the extent that it can prove that it is not responsible for the impairment incurred by us or our customers.
3. Any patent fees and license fees are already included in the price supplied by the contractual partner.

4. In every case where the supplier makes declarations regarding the origin of the products, works, other materials, or services, the supplier is obligated to facilitate the verification of the certificates of origin by the customs authorities if necessary and to provide both the necessary information and any required confirmations. The supplier is obligated to compensate for any damages resulting from the declared origin not being recognized by the competent authority due to faulty certificates or a lack of verification options.
5. We retain ownership and/or copyright to all material and service orders, contracts, and drawings, illustrations, calculations, descriptions, and other documents (including any in electronic form) provided to the supplier. The supplier may not make them accessible to third parties, disclose them, use them, or reproduce them, either directly or indirectly, without our prior express consent. He shall return these documents and any copies thereof to us in full upon our request if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract.
6. All documents provided to us by the supplier or prepared for contractual purposes remain our property or become our property.

The supplier shall mark them as our property, store them carefully, protect and insure them against damage of any kind, and use them only for the purposes of the contract. The supplier shall bear the costs of maintaining and restoring (in case of damage) these documents. The supplier shall notify us immediately of any damage to these documents that is not merely insignificant. Upon request, he is obligated to return these documents to us in proper condition if he no longer requires them for the fulfillment of the contracts concluded with us.

7. Both upon full payment of the individual project and in the event of further developments, innovations, or other services (especially those based on creative services, e.g., marketing, consulting, engineering, etc.) involving our participation on the part of the supplier or a third party commissioned by the supplier, the two parties agree to an exclusive, unrestricted, and unconditional right of use for these services, further developments, or innovations, in our favor. Should this right of use not be usable independently by the supplier due to existing prior patents proven by the supplier, the two parties agree to reach an amicable solution regarding this further commercial usability (mutual patent and license participation).
8. Retention of title by the supplier applies only insofar as it relates to our payment obligation for the respective documents or services to which the supplier retains title. In particular, extended or prolonged retention of title is generally inadmissible.



XIV.

Confidentiality / Non-Compete Clause

1. The supplier is obligated to treat the terms of the order and all information and documents provided for this purpose, in particular those of a commercial, technical, or other nature (with the exception of publicly accessible information), as confidential for a period of at least 10 years after the conclusion of the contract or the termination of the business relationship, whichever occurs later, and to use them only for the execution of the order. Upon our request, the supplier will promptly return the respective information and documents to us after completion of inquiries or processing of orders.
2. Without our prior written consent, the supplier may not refer to the business relationship in advertising material, brochures, etc., nor may the supplier exhibit goods manufactured for us.
3. The supplier will obligate its subcontractors accordingly.
4. Goods manufactured according to our specifications may not be offered/delivered to third parties; in this respect, an authorization requirement exists, which continues even after the termination of the business relationship. If improvements are made by the supplier based on our manufacturing documents, we have a free, non-exclusive right to use these improvements for our own purposes, even after the improvement and any intellectual property rights thereto.

XV.

Spare Parts

1. The supplier is obligated to maintain spare parts for the products delivered to us for a period of at least 15 years after delivery and the end of production on our part. If a longer retention period is required or intended, this will be agreed upon separately in writing in each case.
2. If the supplier intends to discontinue the production of spare parts for the products delivered to us, they are obligated to inform us of this immediately after the decision to discontinue production and to indicate a corresponding alternative spare part.

This decision must be made – subject to paragraph 1 – at least 6 months before the discontinuation of production. In cases where such notification is not provided by the supplier, we are entitled to claim all resulting damages and measures to ensure the supply of alternative materials for production from the supplier.



XVI.

CE Marking / Declaration of Conformity

1. The supplier expressly declares that the machine or system to be delivered and put into operation, or the delivery or service to be provided, complies with the currently applicable EC Machinery Directive 89/392/EEC or, from January 20, 2027, with the EU Machinery Regulation 2023/1230, including all currently applicable amendments, as well as their current implementation into national law and the standards specified therein, and that the currently applicable Technical Rules for Operational Safety (TRBS) and the current state of the art are taken into account.
2. The EC Declaration of Conformity or manufacturer's declaration must be included in the detailed technical machine documentation (in written and electronic form) by the supplier. The CE marking must also be affixed to the machine or system. The EC Declaration of Conformity or manufacturer's declaration must be attached to the detailed technical machine documentation (in written and electronic form) by the supplier. 3. For machines, systems, and components for whose manufacture no harmonized or national standards exist, the supplier shall, as a matter of principle (unless otherwise agreed in writing beforehand), prepare a risk analysis at its own expense and responsibility (subject to our release) to ensure functional reliability under all anticipated operating and environmental conditions.
3. For service and repair work following the warranty period that affects compliance with the requirements of the currently relevant EC directives, the supplier shall, as a matter of principle, prepare a matrix for each of these EC directives at its own expense and responsibility (subject to our release).
4. The above documents must be included with the supplier's invoice and are considered an integral part of the contract. Payment of the invoice will only be made after complete and flawless execution of the order and receipt of all documents and technical documentation. Subsequent requests from the trade supervisory authority or the employers' liability insurance associations upon acceptance of the machine or plant will be carried out by the supplier at their own expense and responsibility (subject to our release from liability).
5. If the machines, plants, or other deliveries to be provided by the supplier use or require chemicals or certain hazardous substances in electrical and electronic equipment, the above provisions also apply – subject to our release from liability and at the expense of the obligated supplier – with regard to the application and requirements of the currently applicable REACH Regulation (REACH-VO) and the RoHS Directive (EU Directive 2011/65/EU). The corresponding regulations also apply to the Conflict Minerals Reporting Template (CMRT) and the EUDR (Regulation (EU) 2023/1115).



XV.

Jurisdiction / Applicable Law / Data Protection / Final Provisions

1. Any deviations from or amendments to this contract must be in writing.
2. Our Code of Conduct is always an integral part of the contractual relationship.
3. The place of performance is our company headquarters in Altena.
4. In commercial transactions, our company headquarters in Altena is agreed as the place of jurisdiction, as is the case in cases where the supplier does not have a general place of jurisdiction in Germany, has moved its registered office abroad after conclusion of the contract, or its registered office is unknown at the time legal action is initiated. We are also entitled to bring legal action at the supplier's registered office.
5. The application of German law is exclusively agreed upon; the application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded. In the event of differing contractual documents, the German version shall prevail.
6. For the duration of the business relationship, including the initiation and execution phases, the supplier's personal data will be stored and processed in an automated file. We hereby inform the supplier of this.
7. Should one or more of these terms be or become invalid, the validity of the remaining terms shall not be affected. In the event that one or more provisions are invalid, the parties are obligated to replace the invalid provisions with legally valid provisions that are as economically and legally equivalent as possible.

Carl Berghöfer GmbH

Rosmarter Allee 17

58762 Altena