
General Terms and Conditions of Purchase

Unless otherwise agreed in individual contracts, all purchases by Kautex Maschinenbau System GmbH (hereinafter referred to as "Purchaser") are based on these Terms and Conditions of Purchase.

Once performance has commenced, these Terms and Conditions shall be deemed to have been accepted by the Contractor. In addition these General Terms and Conditions of Purchase, the statutory provisions of the Federal Republic of Germany shall apply, in particular the provisions of the BGB and the HGB. Conflicting, deviating or supplementary terms and conditions of the Supplier shall only become binding between the parties if the Customer has expressly agreed to them in writing beforehand.

A Orders, Incoterms

1. Orders are only binding if they have been placed by the customer in writing or confirmed by him in writing. The same shall apply to the validity of other statement. If a place of purchase not agreed, the registered office of the customer shall be decisive.
2. Unless otherwise agreed, delivery shall be made by the Supplier in accordance with the DDP place of business of the Purchaser (Incoterms 2000).
3. An order shall only be executed and remunerated to the extent specified in the written order. Additional written agreements and services must be agreed in writing.

B Scope of performance

1. The supplier warrants that its contractual performance is functional and suitable for the intended purpose. He is to inform itself on its own responsibility about the relevant circumstances, in particular existing preconditions or special features at the construction or assembly site.

By accepting or approving drawings or other documents, the Purchaser do not waive the contractual or statutory claims to which we are entitled.

2. The service must comply with the statutory requirements, in particular the Equipment Safety Act, the occupational health and safety and accident prevention regulations,

the existing guidelines and standards as well as the generally recognized rules of technology. Purchaser has the right to inspect the production at any time, to object to improper execution and to reject defective parts from the outset.

3. Finally, the scope of services includes that

- The service to be provided and its use by us or by third parties are free of rights (e.g. patents) of both third parties and the Supplier itself and remain free or the Purchaser receive a corresponding license with the possibility of license-free onward transfer;
 - The Purchaser has the license-free authority to carry out repairs and modifications to the purchased service ourselves or have them carried out by third parties, and
 - or have them carried out by third parties, and to manufacture replacement and spare parts ourselves or have them manufactured by third parties;
 - The Purchaser has the license-free authority to request the supplier's production documents for the production of the object of performance by us or third parties from the supplier and
- third parties from the supplier and to use them if the supplier fails to perform in accordance with the contract after a grace period has been set to no avail.

performance in accordance with the contract.

4. The supplier shall comply free of charge with requests for changes which serve to ensure the requirements according to B No. 2 and 3.

If requested changes may have a detrimental effect on technical data, the supplier must inform us of this in writing.

5. The supplier shall only be entitled to make additional claims or changes to deadlines due to a changed scope of performance if a corresponding supplementary agreement has been made with the purchasing department prior to execution. Any work carried out without an order or services that deviate from or exceed the order shall not be remunerated.

C Prices, packaging, shipping

1. Unless otherwise agreed, prices are quoted free place of destination - in the case of delivery: free to the specified delivery plant delivery works - including packaging, excluding statutory VAT. Agreed unit or total prices are fixed prices.

They shall remain valid even if the scope of the contractual services is changed compared to the order, unless other prices are expressly agreed in writing. The unit or total prices shall cover all ancillary services, in particular the provision and depreciation of all equipment and tools of the supplier. The agreed price includes packaging costs and other ancillary costs, unless otherwise agreed in writing.

2. Shipping instructions shall be specifically highlighted on the delivery bill.

3. The Purchaser is entitled to return packaging that is in good condition to the supplier against payment.

4. The Purchaser bindingly point out that the Purchaser are self-insurers and declare ourselves to be SLVS waiver customers.

D Invoicing and payment

1. Unless otherwise agreed, payment shall be made within 30 calendar days with a 3% discount or at the end of the month following delivery net in month following delivery in the means of payment of the customer's choice. For the calculation of the payment and discount period, the receipt of the invoice and goods. A delivery made prior to the agreed date shall not affect the payment period tied to the agreed delivery date. the agreed delivery date. The goods must be delivered complete with all documentation (documents, test certificates).

2. Documents used by the supplier in business transactions with us must show Address, order number, commission number, cost type, account, supplier number, plant, receiving point, delivery point, goods number, object number, complete article text(s)/object name(s), quantities or quantity units.

object description, as well as the VAT ID number (for imports from the EU).

E Assignment / set-off clause

1. Without our prior written consent, the supplier shall not be entitled to assign the performance of the contract, or its contractual claims, in whole or in part, to third parties. claims, in whole or in part to third parties. If the supplier assigns its contractual claims against us to a third party without our consent, the assignment shall nevertheless be effective. The Purchaser may, at our discretion, make payment with discharging effect to the supplier or to the third party. Subcontractors shall be named to us upon request.

2. The Supplier agrees that the Buyer may, on the basis of an existing authorization in accordance with the Kautex group regulations

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existing claims of other Kautex Group companies against it or its subsidiaries and affiliates against Supplier. Supplier against it or its subsidiaries and affiliates. Offsetting is also permitted if, on the one hand, payment is made in cash and, on the other hand, payment is made in exchange or other performance on account of performance has been agreed.

F Delivery dates, place of performance, right to visit

1. Agreed delivery dates are fixed dates and must be strictly adhered to.

If the supplier realizes that he will not be able to meet agreed deadlines and dates, he must inform the customer immediately in writing.

The notification shall not constitute a waiver of the Purchaser's right to assert rights but shall prevent the occurrence of further damages. damage.

2. The place of performance for all services arising from the contractual relationship regulated herein shall be the place designated by the customer. If a place is not specified by the customer, the registered office of the purchaser shall be decisive.

3. The supplier shall bear the transportation risk to the place of receipt irrespective of the pricing. Shipping charges and other expenses and costs shall be borne by the supplier. Specified shipping addresses must be observed. Upon delivery, the delivery note with exact details of the delivery items must be submitted to us in duplicate. Partial deliveries must be expressly marked as such. marked as such. Delivery bills must be submitted in triplicate. The shipping documents must state the plant, department, order number, subject and any other additional notes requested in the order.

4. The supplier shall grant the purchaser the right to visit its production facilities at any time in order to carry out inspections with regard to the ordered goods.

G Warranty

1. The supplier warrants that his delivery has the contractually warranted characteristics and is free from defects which cancel the value or suitability for the normal use or the use assumed under the contract.

The service must comply with the intended use, the latest state of the art, the DIN regulations and the relevant provisions of the authorities and trade associations.

The objects of performance must be free of third-party rights.

2. Unless otherwise agreed, the warranty period shall be 36 months, in the case of work and services on land and buildings 5 years.

buildings 5 years. The warranty period shall begin anew for repaired or replaced parts.

3. If the delivered items are components and products that are further processed by us and are accepted by our end customers at a later date the warranty period of our supplier for these parts shall commence with the acceptance of the

delivery item at our end customer. In all other cases, the warranty period shall commence upon delivery and acceptance by us.

to run.

4. The supplier shall immediately remedy all defects notified within the warranty period, repair them or, at the customer's option, deliver a defect-free item.

to deliver an item free of defects. The costs of rectification or replacement delivery, including all ancillary costs, including transportation and transportation and travel costs to our end customer.

5. If the supplier does not fulfill the above warranty obligations or does not fulfill them in accordance with the contract, if he has otherwise warranty or if there is an urgent case, the customer shall be entitled to take the necessary measures at the supplier's expense.

In particular, the Purchaser may replace defective parts itself or have them replaced by a third party or procure a replacement from a third party. procure a replacement from a third party. The right to claim damages, rescission or reduction shall remain unaffected.

6. The supplier is the holder of product liability insurance (personal injury, property damage and financial loss) for the services manufactured or distributed by him.

At the request of the Purchaser, the Supplier shall provide confirmation from its insurer of the amount and scope of this insurance cover.

H Withdrawal and suspension

1. Subject to our rights in the event of breach of contract by the supplier, we are entitled to withdraw from the contract in whole or in part without giving reasons. In such a case, we shall be obliged to pay for all services rendered up to that point in time as well as

material procured and work performed; in this case, the provisions of § 649 BGB shall also apply. Any further

claims are excluded. The Purchaser shall also be entitled to withdraw from the contract if court insolvency proceedings are instituted against the supplier's insolvency proceedings are applied for or the service provider suspends payments. We shall have the right to retain material and/or semi-finished products including any special equipment on reasonable terms. Further claims of the supplier are excluded.

2. The Purchaser may demand a temporary suspension of the services at any time. At the supplier's request, a time limit for the suspension of the suspension can be agreed.

I Miscellaneous

1. Should individual provisions of these terms and conditions be invalid in whole or in part, these terms and conditions shall otherwise remain applicable.

By way of supplementary interpretation of the contract, the invalid provision shall be replaced by a provision that comes closest to the intended legal and economic purpose.

2. The law of the Federal Republic of Germany shall apply to all legal relationships between the Purchaser and the Supplier to the exclusion of the of the United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 (CISG) in its currently valid version as amended from time to time. Bonn is agreed as the place of jurisdiction for all disputes. However, the purchaser is also entitled to sue the supplier at its general place of jurisdiction.

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3. The supplier shall be informed of all operational processes, facilities, equipment, documents, etc. at the purchaser and its customers that come to its knowledge in connection with its activities for the purchaser.
The Supplier in connection with its activities for the Purchaser, even after submission of the respective offers or fulfillment of the contract, contract, to third parties. He shall impose corresponding obligations on his various agents.

Bonn, 06.19.2024

Purchasing management