

G E V A G GmbH

TERMS AND CONDITIONS OF PURCHASE

(Status: 03/2022)

Scope

1. These Terms and Conditions of Purchase apply to businesses with whom we enter into business relationships (suppliers/partners).
2. These Terms and Conditions of Purchase apply to each (delivery) framework contract (hereinafter referred to as "contract") and all individual contracts and/or orders within the framework of a contract (hereinafter referred to as "individual contract") with the supplier. Terms and conditions of the partner that are not expressly recognized by us are not valid. These Terms and Conditions of Purchase shall also apply if we accept the service without reservation in the knowledge of conflicting or deviating terms and conditions of the supplier. Our silence always means rejection of the supplier's conditions.
3. These Terms and Conditions of Purchase also apply to all future orders and contractual relationships between the partner and us.

General provisions

4. The contracting parties shall immediately confirm verbal agreements in detail in writing. Only written agreements are legally binding for us. Insofar as the written form is provided for or required in these Terms and Conditions of Purchase, the text form (§ 126 b BGB) is sufficient to comply with the written form requirement.
5. Should individual parts of these Terms and Conditions of Purchase be or become invalid, this shall not affect the validity of the remaining provisions.
6. We are entitled to terminate the contract without notice if there is an important reason for this. An important reason exists in particular if, after conclusion of the contract, it becomes apparent that our delivery claims based under the contract are endangered by the partner's inability to pay, and the partner does not credibly assure his ability to perform within a reasonable period of time despite being requested. Statutory rights of termination and withdrawal and the rights pursuant to para. 27 remain unaffected.

Order

7. If the partner does not accept our written order within 2 weeks of receipt, we are entitled to revoke it.

8. Delivery schedules become binding at the latest if the partner does not object within 5 days of receipt.
9. We may demand changes to the delivery item within the scope of reasonableness for the partner. The effects, in particular with regard to the additional and reduced costs as well as the delivery dates, must be regulated appropriately by mutual agreement.

Long-term and call-off contracts, price adjustment

10. Fixed-term contracts and contracts for 2 years can be terminated with a notice period of 6 months.
11. If, in the case of long-term contracts, a significant change in wage, material or energy costs occurs after more than 12 months, each contractual partner is entitled to demand negotiations on an appropriate adjustment of the price, taking these factors into account.

Confidentiality

12. Each contracting partner will treat all documents (including samples, models, and data) and knowledge that he receives from the business relationship confidentially.

This obligation begins with the first receipt of the documents or knowledge and ends 36 months after the end of the business relationship.

13. The obligation does not apply to documents and knowledge that are generally known or that were already known to the contractual partner at the time of receipt without him being obliged to maintain secrecy, or which are subsequently transmitted by a third party entitled to pass them on, or which are developed by the receiving contractual partner without the use of documents or knowledge of the other contractual partner to be kept secret.

Drawings and descriptions

14. Drawings and descriptions handed over by us to the partner remain our inalienable material and intellectual property, which must be returned unsolicited after completion of the individual contract.

The partner will transfer to us ownership of drawings and descriptions created according to our specifications when they have been paid in full.

Samples and production equipment

15. Unless otherwise agreed, the production costs for samples and production equipment (tools, moulds, templates, etc.) shall be invoiced separately from the goods to be delivered.
16. The costs for maintenance and proper storage as well as the risk of damage or destruction of the production equipment shall be borne by the partner.

17. The partner shall store the production equipment free of charge three years after the last delivery to us. Thereafter, the partner shall ask us in writing to comment on further use within 6 weeks. The obligation to keep safe ends if no statement is made within these 6 weeks or no new order is placed.
18. The partner may use customer-related production equipment for deliveries to third parties with our prior written consent only.

The aforementioned items may not be scrapped or made accessible to third parties without our written consent, nor used for purposes other than those contractually agreed. They must be carefully stored by the contracting partner.

Prices

19. Unless otherwise agreed, the prices are quoted free place of receipt in EUR excluding taxes, in particular value added tax, customs duties and other charges, but including packaging, freight, toll, postage, and insurance.

Proof of origin, VAT proofs and export restrictions

20. Proofs of origin requested by us will be provided by the partner with all necessary information and duly signed and made available immediately. The partner will inform us immediately and unsolicited in writing if the information in the proofs of origin for the delivered goods no longer applies.
21. The same applies to VAT evidence for foreign and intra-Community deliveries.
22. The partner will inform us immediately if a delivery is subject to export restrictions in whole or in part under German or other law.

Terms of payment, assignment of claims

23. Unless otherwise agreed, and provided the provision of Section 25, we shall pay with a 2 percent discount within 14 after delivery, or net within 30 days of delivery and receipt of the proper invoice. Decisive for the beginning of the payment period is always the later date.
24. In the event of acceptance of early delivery, the due date shall be based on the agreed delivery date.
25. In the event of faulty delivery or delay in delivery, we shall be entitled to withhold payment on a pro-rata basis until proper fulfilment.
26. The partner is not entitled to assign his claims against us or to have them collected by third parties without our written consent, which may not be unreasonably refused. In the event of

an extended retention of title, the consent shall be deemed to have been given. If the partner assigns his claim to us contrary to sentence 1 without our consent to a third party, the assignment is nevertheless effective. However, we may, at our discretion, make payments to the partner or the third party with discharging effect.

27. If we are obliged to perform in advance within the framework of an individual contract, we can refuse our payment and set the partner a reasonable period of time in which he has to deliver concurrently against payment or provide security if, after conclusion of the contract, it becomes apparent that our delivery claim is endangered by the partner's inability to pay. The partner's lack of performance is presumed if the creditworthiness of the partner is rated "high risk" (rating level 7) or worse by Euler Hermes Forderungsmanagement Deutschland GmbH or if a credit insurer makes a not merely minor limit adjustment for the partner. In the event of refusal by the partner or unsuccessful expiry of the deadline, we are entitled to withdraw from the individual contract and to claim damages.

Delivery and transfer of risk

28. Unless otherwise agreed, the partner delivers "DDP". The risk passes to us when the partner has brought the goods into our warehouse.
29. The delivery period begins with the dispatch of the order confirmation and is extended appropriately if the conditions of force majeure are met.
30. Partial deliveries are only permitted by special agreement.
31. Within a tolerance of 5 percent of the total order quantity, production-related excess or short deliveries are permissible. The total price changes according to their scope.

For dimensions, weights and quantities of a delivery, the values determined at our goods reception are decisive.

32. The service shall only be deemed to have been rendered if the supplier has attached all requested or required documents, attestations, descriptions, operating instructions and repair/maintenance instructions.

Activity in our premises

33. Persons who work within our premises in fulfilment of the partner's obligations are subject to the provisions of our operating rules and our orders with regard to the accident prevention, occupational safety, environmental and other regulations applicable to us. Hazardous substances may only be used within our company after consultation with our specialist personnel and must be properly labelled.

Delay in delivery

34. The agreed delivery time is binding. Upon exceeding this, the supplier is automatically in default of delivery, unless he is not responsible for the exceedance.

If the partner can foresee that the goods cannot be delivered within the delivery period, the partner will inform us immediately and in writing, inform us of the reasons for this and, if possible, state the expected delivery time. Our claims due to delay in delivery by the partner remain unaffected.

35. In the event of a delay in delivery, we are entitled to demand a contractual penalty in the amount of 0.3% of the net order value of the respective delivery per completed working day, but no more than 5% of the net order value. We are entitled to reserve the contractual penalty until payment of the goods concerned. Our further claims due to delay in delivery by the partner remain unaffected.

The partner's liability for damages also extends to any lump sums and contractual penalties that we owe our customers due to the delay in delivery, unless these are unusual or we have informed the partner of the lump sum or contractual penalty agreed with the customer, as well as additional freight costs for express and express goods that arise as a result of non-compliance with the agreed delivery deadline.

Ownership

36. The partner is entitled to ownership of the delivered goods until full payment has been made (simple retention of title). Other forms of retention of title, in particular a further and/or extended retention of title, shall only apply with our express written consent.

Material defects

37. The goods must meet the agreed specifications and what must be assumed by the partner if they are aware of the intended use, but at least meet the mandatory legal requirements and the technological state of the art. The state of the art is defined by the Guideline Technical Delivery Quality of Fasteners of the German Screw Association (DSV), as well as by the Guideline Technical Delivery Quality of machining parts defined by the Association of the German Turning-Industry, insofar as this is relevant. In case an article cannot be assigned to the two before stated product groups, the relevant technical guideline for the specific item is automatically valid. Delivery Decisive for the contractual status of the goods is the time of the transfer of risk.
38. For its deliveries, the partner complies with the applicable legal regulations of the country of manufacture, the European Union, the Federal Republic of Germany, and the country of destination of the goods, e.B. the REACH Regulation (Regulation EC No. 1907/2006).

The partner will inform us immediately about relevant changes to the goods caused by legal regulations, in particular by the REACH Regulation, their ability to deliver, possible use or quality and coordinate appropriate measures with us in individual cases. The same applies as soon as and to the extent that the partner realizes that such changes will occur.

39. Claims for material defects shall become statute-barred after 36 months. This does not apply if the law provides for longer periods, in particular for defects in a building and in a product that has been used for a building in accordance with its usual use and has caused its defectiveness.

The limitation period is also suspended by the fact that we notify the supplier of a defect. In this case, the suspension ends with the complete elimination of the defect or if the supplier refuses supplementary performance, and the limitation period shall commence at the earliest three months after the end of the suspension.

Defects of title

40. The partner guarantees that all deliveries are free of third-party rights and, in particular, that the delivery and use of the goods does not infringe any patents or other industrial property rights of third parties in the country of the agreed place of delivery, in the European Union, Switzerland, Turkey and – if notified to the partner – in the intended countries of use.
41. Insofar as the partner is directly liable to the third party by operation of law, the partner shall indemnify us against claims of third parties arising from any infringements of property rights and shall bear all necessary costs arising in this context.
42. Claims due to defects of title shall become statute-barred within the same period as claims for material defects.

Other claims, liability of the partner

43. Insofar as the partner is responsible for any product damage, he is obliged to indemnify us against claims for damages by third parties to the extent that the cause is set in his sphere of control and organization and he himself is liable in the external relationship.

Within the scope of this liability, the partner is also obliged to reimburse any expenses in accordance with §§ 683, 670 BGB and §§ 830, 840, 426 BGB resulting from or in connection with a recall campaign carried out by us or our customers. We will inform the partner about the content and scope of the recall measures to be carried out – as far as possible and reasonable – and give him the opportunity to comment. Other statutory claims remain unaffected.

The partner undertakes to maintain appropriate product liability insurance in terms of scope and amount. If we are entitled to further claims for damages, these shall remain unaffected.

Our liability

44. Any claims for damages for whatever legal reason can only be asserted against us in the event of intent, gross negligence on the part of our legal representatives or executive employees and culpable breach of essential contractual obligations, i.e. those obligations whose fulfilment makes the proper execution of the contract possible in the first place and on the observance of which the contractual partner regularly relies and may rely. In the event of culpable breach of essential contractual obligations, we shall only be liable for the contractually typical, reasonably foreseeable damage.

The limitation of liability does not apply in cases in which we are compulsorily liable for personal injury or property damage under the Product Liability Act and in the event of injury to life, body or health.

Force majeure

45. Force majeure, unrest, official measures, pandemics, epidemics and other unforeseeable, unavoidable and serious events – but not labour disputes and the absence of supplies from suppliers – release the contractual partners from their performance obligations for the duration of the disruption and to the extent of its effect. The contracting parties are obliged to provide the necessary information immediately within the scope of what is reasonable and to adapt their obligations to the changed circumstances in good faith.

Place of performance, place of jurisdiction and applicable law

46. For all rights and obligations arising from and in connection with the contract, Hagen / Westfalen is the place of performance for both contracting parties. However, claims for defects must be fulfilled where the delivered goods are located.
47. For all legal disputes arising from and in connection with a contract, also in the context of a bill of exchange and cheque process, our place of business is the place of jurisdiction. We are also entitled to sue at the partner's registered office.
48. The law of the Federal Republic of Germany shall apply exclusively to the contractual relationship. The application of the United Nations Convention of 11 April 1980 on Contracts for the Sale of Goods (CISG- "Vienna Sales Law") is excluded.