

1. Scope of Application

- (1) These General Purchasing Conditions ("GPC") apply to all purchase orders, commissions, call-offs, deliveries, and services of Heck & Becker GmbH & Co. KG, Gladenbacher Straße 47, 35232 Dautphetal ("HB").
- (2) These GPC apply exclusively in relation to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law, and special funds under public law.
- (3) Any conflicting, deviating, or supplementary general terms and conditions of the Supplier shall not become part of the contract, even if HB does not expressly object to their applicability in a specific case or accepts deliveries or services without reservation. They shall only apply to the extent HB has expressly agreed to their applicability in writing.
- (4) Individual agreements, framework supply agreements, quality assurance agreements, logistics agreements, and specifications in the purchase order shall take precedence over these GPC.
- (5) Legally significant declarations and notices of the Supplier, in particular order confirmations, notices of deviation, setting of deadlines, and other contractually relevant communications, must be made at minimum in text form, unless written form is expressly required.

2. Purchase Orders and Order Confirmation

- (1) Only purchase orders placed by HB in writing or in text form are binding.
- (2) Specifications, order standards, drawings, CAD data, models, tolerance specifications, inspection criteria, and other technical documents provided by HB on a case-by-case basis are binding. By accepting the purchase order, the Supplier confirms that it has fully informed itself from the documents available to it regarding the type of execution, scope of performance, and technical requirements.
- (3) In the case of obvious errors, typographical, arithmetical, or other recognisable mistakes in the purchase order or in documents provided by HB, HB shall not be bound. The Supplier is obligated to notify HB without delay of any such errors and of any missing, contradictory, or technically unclear documents.
- (4) Purchase orders are binding on HB only if they are confirmed in writing or in text form within 14 calendar days of receipt by the Supplier, stating a binding delivery date.
- (5) Deviations in quantity, quality, execution, delivery time, price, or other contractual elements, as well as any subsequent amendment to the contract, shall only be deemed agreed once HB has expressly confirmed them in writing or in text form and any additional costs or cost reductions have been settled by mutual agreement.
- (6) Drawings, tooling, samples, models, jigs and fixtures, trademarks, presentations, specifications, finished and semi-finished products, and other items or documents provided by HB or produced on behalf of HB shall remain the property of HB. Without the prior express written consent of HB, they may not be made accessible to third parties, used for third parties, or supplied to third parties.
- (7) The items and documents referred to in Clause 6 shall be returned to HB promptly and in full upon completion of the order or at any time upon request by HB.
- (8) Products manufactured or marked using production equipment, trademarks, presentations, specifications, or other identifying features provided by HB or produced on behalf of HB may only be supplied to third parties or otherwise exploited with the prior express written consent of HB.

3. Delivery and Performance

- (1) The agreed delivery periods and delivery dates are binding. They run from the date of the purchase order, unless expressly agreed otherwise.
- (2) Within the delivery period or by the delivery date, the goods must have been received in full, in conformity with the contract, and free from defects at the receiving location designated by HB. To the extent acceptance has been agreed or follows from the nature of the performance, readiness for acceptance by the agreed date is also owed.
- (3) If the Supplier recognises that timely delivery or performance will not be possible in whole or in part, it shall notify HB thereof immediately in writing, stating the reasons, the anticipated duration of the delay, and the countermeasures it intends to take. The obligation to comply with the agreed delivery date shall remain unaffected.
- (4) Unconditional acceptance of a late delivery or performance does not constitute a waiver of any statutory or contractual claims available to HB on account of late delivery or performance.
- (5) Partial deliveries and early deliveries are only permissible with the prior consent of HB, unless they are customary in the trade and reasonable for HB.
- (6) In the event of delay in delivery, HB is entitled, in addition to its statutory claims, to claim a lump-sum compensation of 0.5% of the net order value of the delayed delivery or performance, but in total no more than 5% of the net order value, for each completed calendar week of delay. The right to claim further damages is reserved; the lump-sum compensation shall be credited against such further claims. The Supplier reserves the right to demonstrate that HB has suffered no loss or a substantially lesser loss. The statutory requirements for delay shall remain unaffected.
- (7) To the extent a contractual penalty is claimed under the foregoing provision, HB retains the right to withdraw from the contract or to claim damages in lieu of performance in accordance with statutory provisions.

4. Dispatch

- (1) Only HB's dispatch, packaging, and delivery instructions shall apply. Additional transport insurance shall only be recognised if previously agreed in writing.
- (2) Delivery shall be made at the Supplier's cost and risk, free of all charges, to the receiving location designated by HB, unless expressly agreed otherwise. If HB exceptionally bears the freight costs, the Supplier shall choose the most favourable mode of transport and delivery for HB.
- (3) The risk of accidental loss and accidental deterioration shall pass to HB only upon proper receipt of the goods at the receiving location designated by HB or – to the extent acceptance has been agreed – upon successful acceptance.
- (4) Packaging is included in the price. If, by way of exception, otherwise agreed, packaging shall be charged at no more than the proven cost price.
- (5) Every consignment shall be dispatched stating the order number, item description, quantity, and any other markings required by HB. To the extent prescribed or agreed, delivery notes, test certificates, material certifications, certificates of origin, or other accompanying documents shall be enclosed in full.

5. Quality, Acceptance and Notice of Defects

- (1) The Supplier is obligated to comply with the technical data and specifications required by HB, the applicable statutory provisions, the applicable accident prevention, safety, and VDE regulations, and the latest generally recognised standards of technology.
- (2) In order to ensure the quality of its deliveries and services, the Supplier shall carry out documented quality inspections appropriate in type and scope and shall submit the corresponding evidence upon request by HB.
- (3) For dimensions, quantities, weights, and quality, the values determined by HB during incoming goods inspection, quality inspection, or other testing shall be authoritative, unless the Supplier demonstrates their incorrectness.
- (4) Unconditional acceptance, payment, use, or further processing of the goods by HB shall not constitute a waiver of defect rights. HB is entitled to notify defects without delay after their identification in the course of an orderly business operation. The statutory obligations to inspect and give notice of defects pursuant to Section 377 of the German Commercial Code (HGB) shall remain unaffected.
- (5) Upon request by HB, the Supplier shall provide free of charge inspection records, material certificates, works certificates, declarations of conformity, initial sample inspection reports, or other agreed quality documentation.

6. Prices and Payment

- (1) The agreed prices are inclusive of packaging, freight, other charges, and statutory value added tax, unless the latter is shown separately.
- (2) If prices are agreed by weight, the net weight determined at HB shall be authoritative for calculation purposes.
- (3) Unless otherwise agreed, HB shall pay within 14 days of receipt of invoice with a 3% early payment discount on the gross invoice amount, or within 30 days net. If receipt of goods occurs after receipt of invoice, the payment period shall not commence until the date of receipt of goods. To the extent acceptance has been agreed, the payment period shall not commence prior to successful acceptance. The method of payment is at HB's discretion.
- (4) In the case of advance payment, HB is entitled to require adequate security, in particular an unlimited, directly enforceable bank guarantee from a credit institution authorised within the European Union.
- (5) Claims against HB may only be assigned with the prior written consent of HB.
- (6) HB does not owe interest on amounts due. Statutory provisions shall apply in respect of default in payment.
- (7) The Supplier shall only have a right of set-off or retention in respect of counterclaims that have been established by final and binding judgment or are undisputed.

7. Warranty, Liability and Supplier Recourse

- (1) The Supplier warrants that the goods, including their presentation, labelling, documentation, and marking, conform to the contractual agreements, HB's specifications, the applicable statutory provisions, and the generally recognised standards of technology.
- (2) HB shall notify the Supplier without delay of defects or poor performance in the delivery as soon as they are identified in accordance with the circumstances of an orderly business operation.
- (3) In the event of delivery of defective goods, the Supplier shall be given the opportunity to effect subsequent performance; the right to choose between remediation and replacement delivery shall lie with HB.
- (4) In urgent cases, in particular to avert acute operational disruptions, to prevent its own production downtime, to fulfil its own delivery obligations, or to prevent disproportionate damage, HB is entitled, after prior notification of the Supplier, to carry out the remediation itself or to have it carried out by third parties. The Supplier shall bear the costs necessarily incurred for this purpose.
- (5) The Supplier shall reimburse HB for all costs and damages arising in connection with the defect, in particular inspection, sorting, transport, travel, dismantling and installation, material, processing, recall, legal enforcement, and other

consequential costs, to the extent the Supplier is responsible for the defect or breach of duty or its delivery was causative thereof.

- (6) In addition, HB shall be entitled without restriction to the statutory rights of withdrawal, price reduction, damages, and reimbursement of wasted expenditure. This applies both to breaches of primary obligations and to breaches of ancillary obligations. The obligation to pay damages also covers consequential loss caused by defects.
- (7) The warranty period is generally two years from acceptance or, to the extent no acceptance is provided for, from transfer of risk. It shall be extended accordingly if HB is obligated towards its own customers in a specific case to provide longer warranty periods and HB has notified the Supplier thereof at or before conclusion of the contract.
- (8) In the case of defects of title, the Supplier shall indemnify HB against third-party claims. Otherwise, the statutory limitation periods shall apply in this respect.
- (9) For parts repaired, remediated, or replaced within the warranty period, the limitation period shall recommence upon completion of the subsequent performance in respect of the affected subject matter of delivery, to the extent the cause of the defect was the subject of the subsequent performance.
- (10) If a defect manifests itself within six months of the transfer of risk, it shall be presumed to have already been present at the time of the transfer of risk, unless such presumption is incompatible with the nature of the goods or the defect.
- (11) To the extent HB is held liable on account of defects in the subject matter of delivery under product liability law or similar liability risks – including under foreign law – the Supplier shall reimburse HB for the resulting loss, including reasonable legal defence costs, to the extent the Supplier's delivery or conduct was causative thereof. In respect of these claims, the Supplier waives the defence of limitation for as long as HB itself can be held liable.
- (12) Upon request by HB, the Supplier shall provide evidence of adequate product liability and public liability insurance, to the extent the nature and scope of the delivery objectively justify this.

8. Intellectual Property Rights

- (1) The Supplier warrants that its delivery and the contractually intended use thereof by HB or its customers does not infringe any patents, copyrights, or other intellectual property rights of third parties.
- (2) The Supplier shall be liable for all damages suffered by HB or its customers as a result of any such infringement of intellectual property rights and shall indemnify HB and its customers against all related third-party claims.
- (3) This shall not apply to the extent the Supplier has manufactured the goods exclusively in accordance with drawings, models, or equivalent descriptions or instructions provided by HB and neither knew nor ought to have known that this would infringe third-party intellectual property rights.
- (4) In the event of alleged infringement of intellectual property rights, the Supplier shall, at its own discretion, either procure a sufficient right of use for HB, modify the affected delivery such that no infringement of intellectual property rights remains, or replace the affected delivery, provided this is economically reasonable.

9. Force Majeure

- (1) War, civil war, export or trade restrictions due to changed political circumstances, as well as strikes, lockouts, operational disruptions, operational restrictions, and similar events that make performance of the contract impossible or unreasonable for HB shall constitute force majeure.
- (2) For the duration and to the extent of the force majeure event, HB shall be released from the obligation of timely acceptance or other performance.
- (3) The contracting parties are obligated to notify each other without delay of the occurrence and anticipated duration of such an event and to adapt their obligations to the changed circumstances in good faith.
- (4) If such an event persists beyond a reasonable period, HB is entitled to withdraw from the contract in whole or in part, to the extent it is no longer reasonable for HB to adhere to the contract.

10. Supplier Declarations / Origin

- (1) An essential component of contracts concluded on the basis of these GPC is the obligation of the Supplier to provide HB, upon request, with proper and accurate supplier declarations and other certificates of origin and preference certificates in accordance with the applicable customs and foreign trade law provisions. This applies in particular pursuant to Regulation (EU) No 952/2013 of the European Parliament and of the Council establishing the Union Customs Code (UCC), the Commission Delegated Regulation (EU) 2015/2446 and the Commission Implementing Regulation (EU) 2015/2447 as amended from time to time, as well as any EU or national provisions supplementing, replacing, or specifying those regulations. Commission Implementing Regulation (EU) 2015/2447 is published on EUR-Lex in a consolidated version as of 19 May 2025.
- (2) This includes in particular long-term supplier declarations as well as other declarations on preferential and non-preferential origin.
- (3) If the Supplier uses long-term supplier declarations, it shall notify HB immediately and without being asked in writing of any changes in the origin status or other circumstances affecting the accuracy of the declaration.
- (4) Should supplier declarations be inaccurate, incomplete, or insufficiently informative, or should customs authorities require the submission of further evidence, in particular an information sheet INF 4 or comparable documents, the

Supplier is obligated to provide HB without delay with complete, accurate, and – where necessary – documents certified by the customs authorities. The implementation and verification of certificates of origin under EU customs law is expressly provided for in this regulatory framework.

- (5) If HB or its customers are subjected to subsequent charges or suffer any other financial disadvantage as a result of inaccurate declarations of origin, supplier declarations, or preference certificates, the Supplier shall be liable to the extent the cause lies within its area of responsibility.

11. Custody / Ownership

- (1) Material, tooling, drawings, data sets, samples, models, jigs and fixtures, and other items provided by HB shall remain the property of HB.
- (2) They shall be separately identified as the property of HB, stored separately, and used exclusively for HB's orders.
- (3) The Supplier shall be liable for diminution in value, damage, or loss even in the case of ordinary negligence.
- (4) Items produced using materials, parts, or tooling provided by HB shall belong to HB in proportion to the respective production status or – to the extent legally possible – in full. The Supplier shall hold these items in custody for HB without additional remuneration, unless custody is expressly remunerated separately.
- (5) Any right of retention in respect of items owned by HB is excluded, unless mandatory statutory provisions provide otherwise.

12. Trade Secrets / Confidentiality

- (1) The Supplier is obligated to maintain confidentiality with respect to all commercial, technical, and organisational information, documents, and data communicated to it by HB or otherwise coming to its knowledge, and to use such information exclusively for the performance of the respective contract.
- (2) This obligation shall be imposed on all employees, vicarious agents, and other third parties involved in the order; corresponding evidence shall be provided upon request by HB.
- (3) Separately concluded confidentiality agreements, in particular NDAs, shall remain unaffected and shall take precedence over these Purchasing Conditions in the event of a conflict.
- (4) The confidentiality obligation shall continue to apply after termination of the business relationship for as long as and to the extent the relevant information has not become publicly known through no fault of the Supplier.

13. Final Provisions

- (1) Amendments, supplements, and collateral agreements shall require at minimum text form to be effective, unless a stricter form is prescribed by law.
- (2) The transfer of rights and obligations of the Supplier under the contract concluded with HB shall require the prior written consent of HB to be effective.
- (3) Should any provision of these GPC be or become wholly or partially invalid, unenforceable, or contain a gap, the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be replaced by the applicable statutory rule.
- (4) The place of performance for all services is Dautphetal, unless expressly agreed otherwise.
- (5) The place of jurisdiction for all disputes arising from or in connection with the contractual relationship shall be, to the extent permitted by law, Dautphetal or the court having jurisdiction for Dautphetal. HB is, however, also entitled to bring action against the Supplier at the Supplier's general place of jurisdiction.
- (6) The law of the Federal Republic of Germany shall apply exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).