

# General Conditions of Purchase

Effective: 08/2024

## 1 General

Our conditions of purchase shall apply exclusively. Conflicting terms and conditions of the Supplier, or terms and conditions which differ from our conditions, shall not be acknowledged; this shall also apply if we accept the delivery without reservations. We shall not acknowledge conflicting terms and conditions even if we do not expressly object to them or if we refer to letters of the contractual partner which make reference to the Supplier's terms and conditions. Our conditions of purchase shall also apply to all future business with the Supplier even if this is not expressly incorporated. In addition, the legal provisions shall apply (in particular German Civil Code and German Commercial Code). The current version of regulations and guidelines stated by us shall apply in each case. Our factory standards and guidelines, which are the basis of the contract and for which the latest version is authoritative, too, may be requested by the Supplier at any time should they not already be available to the Supplier.

## 2 Offers

- 2.1 Offers shall be free of charge and non-binding. Unless otherwise agreed, they must be submitted in writing.
- 2.2 The Supplier must explicitly point out any deviations from the enquiry in the offer.

## 3 Orders

- 3.1 Orders and changes to orders must be made in writing. Any agreements made verbally or by telephone must be confirmed in writing to be binding. Our orders are non-binding.
- 3.2 Every order and change to an order must be confirmed in writing by the Supplier. Upon order confirmation, all drawings and other documents enclosed in the order become part of the contract. Call orders asking for delivery shall become binding if the Supplier does not object within five working days of their receipt.
- 3.3 The Client's ordering, article and item number must be specified in all correspondence, all invoices and all shipping documents. A note of the unloading area must also be recorded.  
  
Initial sample deliveries and partial deliveries must be clearly identified as such.
- 3.4 The Client reserves all ownership right and copyright to the illustrations, drawings, calculations and other documents on which an order is based. These documents must be kept undisclosed to third parties. The Supplier is liable for adherence to this condition, even in cases where temporary forwarding of such documents to a Subsupplier is unavoidable for the execution of an order.

## 4 Delivery Time

- 4.1 The dates prescribed in the order (or plans and calls for delivery) shall be binding and are to be understood as dates of arrival at the Client's factory or specified delivery address. Increased shipping costs to adhere to appointed dates shall be carried by the Supplier if he is responsible for them. Adherence to delivery dates is an essential part of the contract. The Client reserves the right to return prematurely delivered goods to the Supplier and to demand new, timely delivery.
- 4.2 The delivery time commences from the order date. As soon as the Supplier recognizes that he might not be able to fulfill his contractual obligations – irrespective of the reasons – either in part or in full, he must immediately notify of this in writing, specifying the reasons and the foreseeable duration of the delay. Should the Supplier fail to provide such notification, he cannot make a claim of obstacles to performance; in such a case, the client is entitled, even in the case of unforeseeable delays in delivery, to withdraw from the contract entirely or partially without specifying a termination period. In all other respects, the statutory provisions apply.

## 5 Packing, Shipping

- 5.1 All goods must be packaged such that transport damage is avoided. If packaging is charged separately, then the costs for this must already be quoted in the offer.
- 5.2 Shipping must take place according to the Client's specifications. Unless otherwise agreed, delivery must be free.
- 5.3 The Supplier is responsible for all deliveries subjects to labelling obligations to be correctly labelled.
- 5.4 Every consignment must be accompanied by the delivery slip as an accompanying document, specifying the exact order number of the Client. The Client is entitled to demand a dispatch note for every consignment from the Supplier, by the latest on the day of dispatch of the goods.

## 6 Transfer of Perils

In all cases, the risk is transferred to the Client only upon acceptance. The time and place of acceptance shall be determined upon ordering. Should no separate agreement be made, acceptance shall take place immediately upon arrival of the consignment at the agreed destination.

## 7 Notification of Defects/ Warranty

- 7.1 Acceptance takes place under reservation of examination for faultlessness, in particular for correctness, completeness and serviceability. An obligation to examine and notify defects on our part for defects which are not obvious under § 377 of the German Commercial Code shall be excluded. We undertake to effect minimum controls based on the delivery slip and with regard to transport damage; the Supplier undertakes to effect the final quality control of the goods and concludes a quality assurance agreement with us upon request. If there is no quality assurance agreement or if obvious defects exist, our notification of defects shall be considered to be effected in good time in any case if it is received by the Supplier within seven working days (without Saturdays), calculated from receipt of the goods or from detection in the case of hidden defects. If the "immediate period" under § 377 of the German Commercial Code is longer than seven working days, such longer period shall apply.
- 7.2 Unless otherwise agreed, the Supplier's warranty obligation shall be pursuant to the statutory provisions. Upon the Client's demand, the Supplier is obliged to replace faulty with faultless goods free of charge. Unless otherwise agreed, the warranty period shall end 2 years after goods receipt.
- 7.3 The Client specifications of dimensions, quality, embodiment etc. shall be deemed warranted characteristics and must be adhered to precisely by the Client. Should a delivery not correspond to the specifications or should it be otherwise faulty or delayed, the Client shall be entitled to the statutory claims. In urgent cases, the Client may also perform rework or have rework performed by third parties on his behalf at the Supplier's cost. If faults are only recognized upon processing, machining or use, then the Client may demand replacement. Any return of goods that do not comply with the Client's specifications shall be done at the Supplier's cost and risk.

## 8 Payment

- 8.1 The prices stated in the order shall be binding. Unless otherwise agreed in individual agreements, payment of the invoice amount shall be made within 60 days less 3% discount or within 90 days net. Payment terms shall commence at the defined time, or at the earliest upon receipt of goods and invoice. Notifications of defects shall entitle the Client to refuse payment. Should the invoice not correspond to the requirements named in provision 3.3, the duty of payment, including a discount regulation, shall be suspended until provision of a correct invoice.

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- 8.2** Invoices for goods that are delivered earlier than agreed shall be returned and must be resubmitted according to the delivery dates specified by the Client.
- 8.3** Payment made do not constitute acknowledgement of conditions or prices. The times of payment has no influence on the Supplier's warranty or the right to complaint. We shall be entitled to rights of set-off and legal rights of retention to the legal extent.

- For delivery of mixtures: Full registration of the individual substances contained
- On delivery of polymers: Full registration of monomers
- The products must not contain substances listed in Annex XIV.

### 9 Rights of Third Parties

The Supplier is responsible for ensuring no rights of third parties are infringed in connection with his delivery. Should a third party make a claim against the Client in relation to this, the Supplier is obliged, upon written request, to indemnify the Client. This indemnification shall also extend to third party claims asserted against the Client in relation to use.

Compliance with the Supplier Code Of Conduct of Wallstabe & Schneider:

The Supplier undertakes to act in accordance with the Supplier Code Of Conduct of Wallstabe & Schneider (<https://wallstabe-schneider.com/downloads/>). The Supplier shall establish an adequate risk management system, including preventive measures, to control and eliminate or mitigate risks of non-compliance with the principles set out in the Supplier Code Of Conduct.

### 10 Product Liability

Should a customer of the Client or a third party assert a claim for damages against the Client, the Supplier shall indemnify the Client against such claims if the Supplier is responsible for the damages and – should fault – based liability be applied – the facts giving rise to liability.

The Supplier shall also require its suppliers to comply with the principles of this Supplier Code of Conduct. In addition, the Supplier must set up regular training courses for its employees that include the principles of the Supplier Code of Conduct, in particular the points on human and environmental rights mentioned therein.

### 11 Extraordinary Right to Cancel / Right to Withdraw

The Client may withdraw partially or fully from the contract at any time if out-of-court or judicial composition or bankruptcy proceedings are initiated with regard to the Suppliers assets. Furthermore, the Client is entitled to withdraw from the contract if the Supplier has not properly or not fully fulfilled his essential contractual obligations.

The Supplier acknowledges that the principles of the Supplier Code of Conduct are an obligatory component of our supplier audits and supplier evaluation and shall ensure that it cooperates with us in corresponding queries (e.g. also by means of self-assessments).

### 12 Trade Secrets / Means of Production

**12.1** The Supplier is obliged to keep the placed orders and their conditions strictly secret from third parties.

In the event of breaches by the Supplier of the obligations set out in the Supplier Code Of Conduct, we will discuss with the supplier ways of restoring a proper condition and possibilities for improvement. The Client is also entitled to suspend the fulfillment of the contract or to terminate the contract in the event of failure or failure to achieve the proper condition.

**12.2** Means of production that are property of the Client, for example tools, moulds, gauges, samples, drawings, sketches or models, may only be used for the proposes specified by the Client, must be insured against fire and theft by the Supplier, must be identified as property of the Client, must be listed as such in the operating documents, must be stored, managed, maintained and serviced separately and may not be forwarded to third parties without the Client's consent. Any change to these objects requires the Client's consent. Unless otherwise stipulated in the order, all objects supplied by the Client must be returned with the last delivery after execution of the order.

### 14 Other Provisions

**14.1** Place of performance for deliveries and services shall be the place specified in the order / individual contract. This is also where the transfer of risk takes place.

**12.3** This also applies to tools, means of production etc. that the Supplier manufactures and for which the Client carries partial costs. The Client gains co-ownership according to the amount paid. This relinquishment to the Client may be substituted by responsibility for safekeeping and provision of means of production to the Supplier for the purpose of executing the Client's orders. It is impermissible for third parties to use these tools, means of production, etc. Should the Supplier cease producing the parts entirely or in the necessary quantities for reasons for which the Client is not responsible, the tools, means of production, etc. shall become the sole property of the Client in exchange for appropriate compensation to be negotiated, and must be delivered to the Client. This compensation shall not be paid if the Supplier is culpable for the inability to deliver.

**14.2** The time of transfer of ownership to the Client is the handover of goods by the Supplier.

**14.3** Should any of the provisions or parts thereof in these Conditions of Purchase be or become invalid, the validity of the remaining provisions remains unaffected.

**14.4** The place of jurisdiction for all disputes resulting from or in connection with this contractual relationship is Straubing. The contractual relationship is subject to German Law under exclusion of the UN Sales Convention.

### 13 Legal, Safety, Environmental Regulations and Supplier Code Of Conduct

The materials to be delivered to us and their manufacturing process must comply with legal constraints for restricted, toxic and hazardous materials as well as environmental regulations. This applies to the country of manufacture and country of acceptance.

The requirements of REACH Regulation 1907/2006/EU must be complied with. In particular, the following points must be ensured:

- On delivery of materials: Full registration of the substance