GENERAL TERMS AND CONDITIONS OF PURCHASE SUDHOFF TECHNIK GMBH

Date 08/2026

I Contents of Contract and its Conclusion

1. These General Terms and Conditions of Purchase ("conditions") shall apply to all – present and future – orders of goods and services and their transactions. Conflicting conditions or any of the supplier's purchase conditions which differ from these conditions will not be accepted unless otherwise specified in our contract with the Supplier. If we accept the goods without further objection, this may in no case be considered as our acceptance of supplier's conditions. Even in the event that we conclude contracts on electronic platforms and the conclusion of the contract is technically only possible if we declare our agreement with the supplier's terms and conditions, this shall expressly not constitute consent to the validity of these terms and conditions.
2. These conditions shall only apply vis à vis entrepreneurs, governmental entities, or special governmental estates in the meaning of section 310 paragraph 1 BGB (German Civil Code).
3. If, for a specific order, special conditions are agreed to which differ from these conditions then these conditions are subordinate and supplementary only.
4. The preparation of offers is for us at no charge and non-binding.

II Prices

1. The prices agreed to represent free house delivery to the receiving location, including freight, packaging and similar costs. In case of deliveries where we pay the cost, we shall take over only the most favourable freight costs unless we have prescribed a special type of shipment.
2. Any amendment of the price shall require our prior written approval.
3. Additionally, the Incoterms® shall be applicable as amended from time to time.

III Quality / Environment

1. The supplier shall set up and maintain a documented quality assurance and environmental management system which is suitable in terms of type and scope and which corresponds to the latest state of the art. He shall keep records, in particular of his quality inspections, and make them available to us upon request. The supplier hereby consents to quality/environmental audits for the purpose of assessing the effectiveness of its quality assurance and environmental management system by us or by a person appointed by us.
2. The supplier assumes the corporate social responsibility for sustainable management and supply chain security. He undertakes to ensure that human rights are observed in the manufacture and supply of products and in the provision of services, that the relevant labour standards are complied with and that discrimination and forced and child labour are not tolerated. Furthermore, the supplier undertakes not to tolerate any form of corruption or bribery or to engage in this in any way. Furthermore, the supplier undertakes to operate sustainably

IV Payment

1. The following payment conditions shall apply if nothing else has been agreed to: we pay invoices either within 14 days with a 3 % cash discount or 30 days without deductions. If the payment conditions of the supplier are more favourable for us, these shall apply.
2. Payment and cash discount periods shall run from receipt of the invoice, but not, however, before receipt of the goods or services nor before their acceptance and, so far as documentation or similar documents belong to the total package, not before they are given to us as specified in the contract.
3. Payments will take place by cheque or bank (wire) transfer. Payment is considered to be on time when the cheque is put in the mail or the transfer papers are given to the bank on the due date.
4. Our statutory rights regarding set-off and retention shall remain unaffected.
5. Interest may not be requested at the mere maturity of the debt. The interest rate will then be 5 (five) percentage points above the basic interest rate. In any case, we are permitted to prove lower damages due to default than that requested by the supplier.

V Delivery Times / Late Delivery

1. Agreed delivery deadlines and dates are binding. The delivery period shall commence upon receipt of the order or the call, as the case may be, on the part. The supplier shall notify us immediately in text form of imminent delays in delivery and submit to us adequate proposals to remedy the consequences of such delays.
2. Unless otherwise agreed in text form, any contractual terms and dates of delivery shall be considered to be met only if and in so far as the merchandise has been handed over to us at such dates.
3. If and in so far as the supplier defaults in delivery, we shall be entitled to our statutory rights. In particular, we shall have the right to claim damages for non-performance if and in so far as the supplier fails to effect delivery after a reasonable grace period set to him has elapsed. Our right to request delivery shall be excluded only if the supplier has compensated us for our damages.
4. The unconditional acceptance of a delayed delivery or service does not constitute a waiver of claims (including any contractual penalties) to which we are entitled due to the delayed delivery or service; this applies until the complete payment of amounts owed by us for the delivery or service in question.
5. In addition, we shall have the right to claim a contract penalty to the amount of 0.2% of the value of the quantity affected by default per day of default up to a maximum of 5%, the contract penalty being offset against any possible further claim to damages.
6. We shall be entitled to reject commodities delivered prematurely at the supplier's expense.

VI Retention of Title

1. The supplier's terms covering his retention of title shall apply subject to the condition that title to the goods shall pass to us on the date of payment for such goods. Consequently, the extended forms of the so-called current account retention (Kontokorrentvorbehalt) shall not apply.
2. The supplier may claim return of the goods on the basis of his retention clause only if he has previously withdrawn from the contract

VII Performance of Deliveries, Packaging and Passing of Risks

1. Delivery shall be according to Incoterm DDP or CIP as the case may be (latest version in each case), to the extent that nothing to the contrary has been agreed.
2. The supplier carries the risk of accidental loss and accidental deterioration until the goods have been handed over at the place of delivery, even if the supplier delivers according to DDP or CIP.
3. The commodities must be supplied in a suitable packaging matching the form of transport, with all and any supplementary packaging instructions which have been agreed being taken into due account.
4. We will not accept partial deliveries unless we have given our express consent to them.
5. Excess or short deliveries will be accepted only in accordance with current trade practise. If the quantity deviates significantly from the agreement, this shall constitute a material defect.
6. The Supplier warrants that all packaging used or supplied in connection with this order complies with the requirements of Regulation (EU) 2025/40 on packaging and packaging waste (PPWR) applicable to such packaging at the time of delivery, including the applicable transitional provisions. By accepting or fulfilling this order, the Supplier confirms to us that these requirements are met. Upon request, the Supplier shall immediately provide us with the EU Declaration of Conformity required by law, as well as any information and evidence available to them for the identification of the manufacturer and the conformity of the packaging. Any discernible deviations or missing evidence must be notified to us in writing prior to the delivery being carried out.
7.. Unless otherwise agreed in text form, the supplier shall bear the costs of packing. Should we, in a given case, agree to bear such costs, the supplier will charge us with the lowest possible costs only. Any obligations to take back packaging material shall be governed by the German Packaging Act with the proviso that taking back always takes place at our registered office, unless otherwise agreed. In any case, the costs for the return transport and disposal of the packaging shall be borne by the supplier.

VIII Declarations of Origin

1. The supplier will, upon our demand, provide us with a supplier's declaration regarding the preferential origin of the goods and/or with an origin certificate regarding the non-preferential origin of the goods.
2. Where the supplier makes a declaration in regard to the preferential or non-preferential origin of the sold goods, the following terms shall apply:
    a) The supplier will allow verification through customs authorities and submit all necessary information as well as any required certification.
    b) The supplier shall compensate us for any damages and losses incurred to us, if and in so far as the competent authorities, due to any deficient certification or impossibility to verify, fail to acknowledge the declared origin, unless he proves that he is not responsible for such consequences.

IX Warranty Provisions and Statute of Limitations

1. The supplier must supply us with goods free of physical and legal defects. The supplier must take the responsibility that his deliveries and services are according to the recognized rules of technology and that the contractually agreed upon characteristics and standards as well as safety, workers' protection and accident prevention and other laws or other national or EU-directives (e.g. REACH, RoHS, POP,...) have been followed.
2. The nominal property fulfils the agreed specification. To the extent that specifications are defective or missing, the property of the commodities last supplied without complaint before the commodities giving rise to complaint shall be deemed the agreed nominal property.
3. We shall limit the incoming inspection to shipping damage that is apparent externally and to determining that the volume and the part numbers of the ordered goods are correct, at least according to the shipping papers. Discrepancies shall be reported without delay. The supplier must adapt the quality management system and the quality assurance activities to this limited incoming inspection.
4. Notices of defects are in time if they are received by the supplier within 10 working days. The deadline for the notice of defects begins as soon as we – or in the case of drop shipment, our customer – have or should have determined that there is a defect.
5. In the event that the merchandise shows a defect, we may exercise our statutory rights. If the supplier tries to repair the merchandise, such remedy is considered to have failed after the first unsuccessful attempt. We shall have the right to withdraw from the contract also in such cases where a breach of contract is not considered to be material.
6. If the goods have a physical defect, we have legal rights of our choice. We can request from the supplier the refund of the costs we have to carry in relation to our customer, when the defect was present at the time the risk was transferred to us. The supplier shall have to refund any of our incurred costs of subsequent performance (Section 439 Paragraph 2 of the German Civil Code (BGB)), including costs for finding the defect and sorting costs.
   We shall also be entitled to recourse claims within the supply chain if the defective goods have been further processed by us or another contractor, e.g. by installation in another product.
7. In the event of imminent danger we are entitled, after giving notice to the supplier, to remedy the defects on the supplier´s cost.
8. Our claims of defects shall be time-barred after 36 months of the passage of risk. The deadline begins with the timely submission of the notice of defects in the sense of the previous No. 4. The responsibility of the supplier for defects ends, however, ten years after delivery of the goods. This limitation does not apply insofar as our claims result from occurrences which the supplier knew about or which he must have known and did not inform us about.
9. The supplier transfers to us now – on account of fulfillment – all claims he has against his suppliers resulting from and in connection with deliveries of defective goods or those goods in which promised characteristics are missing. He will supply us with all documents necessary for us to assert those claims.

X Product Liability and Recall

1. In the event a product liability claim is asserted against us, the Supplier agrees to hold us harmless from such claims if and to the extent the damage was caused by a defect of the supplies or services. The above indemnification shall not apply if the claim is based on our intentional or grossly negligent breach of duties. If the cause of the damage falls within the area of responsibility of the Supplier, the Supplier shall have the burden of proof to that extent. In the above cases the Supplier assumes all costs and expenses, including the costs for any legal action or a recall campaign. In addition the legal stipulations shall apply. Any Further damages shall remain unaffected.
2. The supplier shall maintain a product liability insurance with an adequate minimum insurance amount of € 5 million for each single occurrence of personal and property damage and to render proof in this regard by presentation of the insurance policy upon request.

XI Indemnification

The supplier shall indemnify us against claims resulting from a breach of guarantees of the supplier, from defective services of the supplier, from a breach of third-party protective rights (e.g. patents, utility models and design patents, trademarks) and copyrights as well as from actions or omissions of agents, employees or sub-contractors of the supplier.

XII Moulds, models, drawings and other documents

1. Moulds, models, drawings and other documents provided by us or manufactured for us remain our property and may only be used to perform our orders. They may not be given to third parties without our approval and shall be kept properly until revocation and then handed over to us.
2. The production of, as well as the working on or processing of such tools, models, drawings and other documents which the supplier undertakes are for us as manufacturer, with the result that we acquire title to them.
3. The parties agree that after the full payment for the manufacturing of the tool, the property of the tool passes to sudhoff technik. If the tool remains in the possession of the supplier, the transfer of the ownership is replaced in that way that the supplier stores the tool safe and free of charge for sudhoff technik.

XIII Provision of parts by our company

1. We reserve title to all objects supplied to the supplier / plant operator.
2. Upon request, the supplier shall inform us at any time about the situation of the commodities.
3. The supplier shall store, protect, maintain, repair, attend to and sufficiently insure the commodities at its own expense.
4. Following the end or the termination of the order in question, the supplier shall send the objects and make them available to us at its own expense in accordance with our instructions without claiming any right of retention to them.

XIV Reservation

1. We can terminate an order or a part thereof with written notification to the supplier if the following reasons exist: impossibility of performance by the supplier, breach of essential subsidiary duties (e.g. breach of the duty to custody and notification by the supplier, failure to perform owed duties of cooperation).
2. Upon receipt of such a termination, the supplier shall cease all work for its performance of the order without delay and arrange for its suppliers or sub-contractors to act accordingly.
3. The supplier shall be reimbursed for all commodities which
   - are ready and available for delivery according to the delivery plan in this regard
   - fulfil all the order requirements
   - are free from all in rem encumbrances or other third-party rights.
4. The reimbursement shall correspond to the agreed purchase price and shall be due for payment upon delivery.
5. Under no circumstances shall we be liable for loss of profits, interest expenditure, other indemnifications for consequential damage or for expenditure which could reasonably have been avoided.

XV Confidentiality

1. The supplier shall treat all the information received from us together with or in connection with the order (including diagrams, specifications or other documents) confidentially and not disclose such information to any other person without our prior written approval or use such information itself for a purpose other than that of performance of the order. The supplier shall not advertise with or publish the business relationship to our company without our prior written approval.
2. No information disclosed to us by the supplier shall be regarded as being confidential and the supplier shall have no rights against us in this regard to the extent that such rights do not exist on the basis of patent law.
3. All - in particular advertising - publications of objects connected with the performance of the order in word, writing, image or sound by the supplier or its vicarious agents shall require our prior written approval; the supplier shall bind its vicarious agents accordingly.

XVI Place of Performance, Jurisdiction and Applicable law

1. Unless otherwise agreed to, the place of our warehouse shall be the place of performance for the delivery and our payments.
2. Our principal office shall be the place of jurisdiction. We may, however, sue the supplier at his place of jurisdiction or at the court which is competent for our branch office with which the contract in question has been concluded.
3. All legal relationships between ourselves and the supplier shall be governed by the laws of the Federal Republic of Germany supplementing these conditions, including the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980.
4. The data of the supplier are stored and processed by us in accordance with the requirements of the DSGVO (General Data Protection Regulation).

XVII Applicable Version

In cases of doubt, the German version of these General Conditions of Purchase shall prevail.