

General Terms of Purchase GDG Gerätebau GmbH

For use in business transactions with companies, legal entities under public law, and special public law funds.

1. Scope

- a) Our General Terms and Conditions of Purchase apply exclusively. Any conflicting or deviating terms and conditions of the supplier shall only apply if we have expressly agreed to them in writing.
- b) Our Terms and Conditions of Purchase shall also apply if we accept deliveries of products and services from the supplier or make payments despite being aware of conflicting terms and conditions of the supplier.
- c) Our Terms and Conditions of Purchase also apply to all future business transactions with the supplier.

2. Conclusion of Contract

- a) Orders, modifications, side agreements, delivery call-offs, and other declarations and notifications must be made in writing. Oral agreements require written confirmation to be effective.
- b) If the supplier does not accept an order within two weeks of receipt, we are entitled to revoke it at any time.
- c) Delivery call-offs become binding unless the supplier objects within four working days of receipt.

3. Delivery Time

- a) Agreed delivery times and deadlines are binding.
- b) The supplier is obliged to inform us immediately in writing if circumstances arise or become apparent that indicate that adherence to the delivery time is not possible.
- c) In the event of force majeure, labor disputes, unrest, government measures, or other unforeseeable, unavoidable, and serious events, the supplier is obliged to provide the necessary information within reason and to adapt its obligations to the changed circumstances. If such circumstances make delivery or performance impossible, we may withdraw from the contract.
- d) The unconditional acceptance of a delayed delivery does not constitute a waiver of our claims for damages due to the delay.

4. Prices and Payment Terms

- a) Unless otherwise agreed, the price includes delivery "free domicile" including packaging. The return of packaging requires a separate agreement. The statutory VAT is not included in the price.

- b) Unless otherwise agreed, payment shall be made within 14 days from delivery and receipt of the invoice with a 3% discount, within 30 days with a 2% discount, or within 60 days net.

5. Transfer of Risk

- a) The risk of accidental loss or accidental deterioration remains with the supplier until acceptance. The supplier bears the risk of the goods until they are received by us or our designated agent at the location specified in the order.
- b) If the supplier commissions the freight carrier on our account (which requires a separate agreement), the supplier must ensure that the carrier has sufficient transport insurance covering the full value of the goods.

6. Defects in Goods

- a) We will inspect the goods within a reasonable period after their arrival at the destination and notify any defects immediately upon discovery. The supplier waives the right to object to delayed notifications of defects, meaning that Section 377 of the German Commercial Code (HGB) does not apply.
- b) We are entitled to the full statutory defect claims. If a defect becomes apparent within six months of the transfer of risk, it is presumed that the goods were already defective at the time of transfer, unless this presumption is incompatible with the nature of the goods or defect.
- c) If the delivered goods are defective, our claims shall be governed by statutory provisions unless otherwise specified below. If operational safety is at risk, if unusually high damage is imminent, or if maintaining our delivery capability to customers requires it, we may, after informing the supplier, rectify the defect ourselves or have it rectified by third parties. The costs shall be borne by the supplier. The supplier is liable for all damages and expenses incurred directly or indirectly due to defective goods. The supplier must also reimburse the costs of an incoming goods inspection exceeding the usual scope if at least part of the delivery is found to be defective. This applies to partial or full inspections during further business operations or by our customers. If the supplier uses third parties for performance, it is liable for them as if they were its own agents.
- d) The supplier shall also reimburse any costs incurred by our customers or us in connection with defect-related events to prevent, mitigate, or defend against damage, particularly in the case of recalls. We will inform the supplier—where possible and reasonable—of the nature and scope of the recall and allow the supplier to provide input.
- e) The supplier shall reimburse expenses that we are legally required to cover for our customers and that result from defects in the supplied goods.
- f) Unless otherwise required by law, the supplier is liable for defects that occur within 36 months of the receipt of goods or acceptance. In the case of rectification, this period is extended by the time the goods cannot be used as contractually intended. The same deadlines apply to subsequent performance.

7. Product Liability – Indemnification – Liability Insurance

- a) If the supplier is responsible for a product defect, it is obliged to indemnify us against third-party claims for damages upon first request, provided that the defect originated from the supplier's delivery or
- b) defective component. The supplier's liability applies even if it is not at fault, provided we are held liable for the defective parts under domestic or foreign law.
- c) The supplier is required to maintain product liability insurance, including recall costs, with coverage of at least €5 million per personal injury/property damage claim. If we have additional claims, these remain unaffected. Upon request, the supplier must provide proof of such insurance coverage without delay.

8. Intellectual Property Rights

- a) The supplier guarantees that no third-party rights, especially intellectual property rights, are infringed in connection with its deliveries.
- b) If a third party asserts a claim against us for such infringement, the supplier must indemnify us against these claims upon first written request. We are not entitled to make any agreements with the third party - especially settlements - without the supplier's consent.
- c) The supplier's indemnification obligation extends to all necessary expenses incurred in connection with claims made by third parties.

9. Retention and Offsetting

- a) The supplier may not assert rights of retention against us unless they arise from the same contractual relationship. The assertion of retention rights against our request for the return of manufacturing equipment is always excluded.
- b) The supplier's right to offset claims against us is excluded unless such claims are undisputed or legally established.

10. Place of Performance, Governing Law, and Jurisdiction

- a) The place of performance for deliveries and services is the unloading or destination specified by us. The place of performance for payments is Sasbach/Baden.
- b) All legal relationships between the supplier and us shall be governed by the laws of the Federal Republic of Germany. The application of the "Uniform Laws on the International Sale of Goods" (The Hague Sales Convention) and the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- c) The exclusive place of jurisdiction for all disputes arising from this contractual relationship is Sasbach/Baden. We are, however, entitled to bring an action against the supplier at its place of residence.
- d) If one or more provisions of these Terms of Purchase are invalid, the validity of the remaining provisions and the contract as a whole shall remain unaffected. The statutory legal position shall replace any invalid clause.

11. Data Protection

- a) The supplier must process all personal data in compliance with applicable data protection laws, particularly the General Data Protection Regulation (GDPR).
- b) The supplier shall ensure that subcontractors or third parties involved in processing personal data also comply with data protection requirements.
- c) If the supplier transfers personal data to us, it must inform the affected individuals of the processing purpose and their rights under the GDPR.
- d) In the event of a data breach, the supplier must notify us immediately and take all necessary measures to address and mitigate the breach.
- e) Upon contract termination, personal data must either be deleted or returned unless legal retention obligations apply.

12. Compliance and Ethics

- a) The supplier must comply with all applicable laws, including environmental, social, and anti-corruption regulations (ESG criteria).
- b) Confidential information, particularly technical data or pricing agreements, must be kept secret and not disclosed to third parties.