

General Terms and Conditions of Purchase

Valid for all members of Pütz Group

These Terms and Conditions of Purchase apply to regulate our purchasing processes in the business dealings between companies in the Pütz Group and companies, legal entities under public law and special funds under public law.

1. General

The terms and conditions below apply exclusively to all our orders for goods and services (referred to hereinafter as the subject matter of the contract). They also apply to all future business relations between the supplier and us. The supplier's terms and conditions of business only apply if we have agreed to their application expressly and in writing on a case-by-case basis.

The acceptance of the subject matter of the contract or payment for it does not signify any recognition of conflicting contractual terms of the supplier.

2. Conclusion of contract

- 2.1. Our orders and call-offs take place in writing. Verbal agreements – including subsequent modifications or additions to our Terms and Conditions of Purchase – require written confirmation from us for them to become effective.
- 2.2. The written form is also fulfilled through remote data transmission or email.
- 2.3. If the supplier does not accept our order within two weeks of receipt, we are entitled to revocation.
- 2.4. Call-offs within the framework of our call-off schedule become binding if the supplier does not object within three working days of receipt.

3. Delivery

- 3.1. Agreed dates and periods are binding and must be met without fail. If no delivery time is agreed, the delivery must take place immediately after conclusion of contract.

The deciding factor for the delivery period being met is our receipt of the goods.

- 3.2. Unless anything is expressly agreed otherwise, delivery is agreed as “ex works” (DAP or DDP in accordance with Incoterms 2020).
- 3.3. If agreed dates are not met, the statutory provisions shall apply. If the delivery time is culpably exceeded, the supplier must pay a contractual penalty in the amount of 0.2% per working day, however at most 5% of the net contract amount. We expressly reserve the right to assert further damages. To assert the contractual penalty, it is not necessary for us to reserve the right to this on handover or acceptance.
- 3.4. If the supplier identifies difficulties with regard to meeting the delivery date, in particular in respect of the production, provision of primary materials or similar circumstances, the supplier must inform us of this immediately.
- 3.5. The unconditional acceptance of the delayed subject matter of the contract does not signify any renunciation of the compensation claims to which we are entitled on account of the delayed delivery or service.
- 3.6. Partial deliveries are not permitted unless we have expressly agreed to them or they are reasonable for us.
- 3.7. If the subject matter of the contract is software, with the delivery of software which belongs to the scope of supply of the product we shall receive the simple rights of use, unrestricted in terms of time and place. The permitted use shall in particular include the duplication, loading and running of the software. Also included are sublicensing to companies affiliated with us within the meaning of Section 15 AktG [*Stock Corporation Act*] and allocation to subcontractors that are entrusted with the production of our products and require a right of use in this context. The permitted use further includes the dissemination of the

software to customers as an integral element of a product manufactured by us, and the granting of rights of use insofar as this is necessary for the use of our product.

4. Force majeure

Force majeure, disruptions of operations for which we are not responsible and other unavoidable events such as pandemics shall release us for the duration of this event from our obligation of accepting deliveries or services in good time.

5. Price, transfer of risk

- 5.1. If no special agreement has been made, the stated prices include delivery to the named place of delivery “ex works” (DAP or DDP in accordance with Incoterms 2020) including packaging plus VAT.
- 5.2. Insofar as no particular agreements have been made, the invoice shall be paid within 30 days of receipt of the invoice and the subject matter of the contract. For payments within 14 days we are entitled to deduct a discount of 3%.

6. Notification of defects

- 6.1. On receipt of the subject matter of the contract we will inspect it for obvious damage, in particular transport damage, identity and quality.
- 6.2. We shall notify the supplier of defects immediately they become apparent.
- 6.3. In this respect the supplier waives the objection of belated notification of defects.
- 6.4. If the delivery of the subject matter of the contract takes place at a location at which no authorised representative of ours is present, the supplier waives the examination of the subject matter of the contract. In this case we are obliged to report a defect immediately it becomes known to us.

7. Liability for defects

- 7.1. The statutory provisions apply unless anything is determined otherwise below.
- 7.2. We have the right to select the form of supplementary performance.
- 7.3. The place of performance for supplementary performance is the place at which the subject matter of the contract is located as intended. The supplier can refuse the form of supplementary performance determined by us if it is only possible for the supplier with disproportionate costs.
- 7.4. Within the framework of supplementary performance the supplier must bear the transport, road, labour, installation, dismantling and material costs. If the supplier is responsible for the defect, it must also reimburse the costs which we incur in connection with the repair or replacement delivery of the subject matter of the contract, such as costs and disbursements for sorting, for an incoming goods inspection which exceeds the usual extent, for the examination and analysis of the defect, as well as costs for the involvement of external experts or our own personnel.
- 7.5. If the supplier does not commence the rectification of the defect immediately after our notification, then in urgent cases after setting an appropriate short period for remedial action, and in particular to avert acute dangers or avoid major damages, we shall have the right to undertake this ourselves at the supplier's expense or have it undertaken by third parties.
- 7.6. Except for cases of fraudulent intent, claims under liability for defects shall expire in 3 years unless the article has been used for a building structure in accordance with its normal use and has caused such defectiveness. If longer limitation periods exist by law, these shall have priority.

8. Product liability

8.1. Insofar as the supplier is liable for damage caused by a product, and if the cause of the damage lies within its sphere of control and/or organisation and it itself is liable in respect of third parties, it shall be obliged on first request to indemnify us in this respect against claims by third parties for compensation. In this context the supplier is also obliged to reimburse us pursuant to Section 683, 670 BGB [*Civil Code*] for any additional costs which arise from any recall action undertaken by us. Insofar as possible and reasonable, we will inform the supplier of the form and extent of recall measures to be undertaken and give it the opportunity of involvement in this, unless this is not possible due to the need for particular haste.

9. Termination of contract

9.1. In addition to the statutory rights of withdrawal, we are entitled to withdraw if

- a major deterioration in the supplier's financial circumstances occurs or threatens to occur, and this jeopardises its fulfilment of its obligation to supply to us;
- a situation of insolvency occurs for the supplier;
- insolvency proceedings over the supplier's assets have been requested or opened, or if the opening of insolvency proceedings has been rejected due to an insufficiency of assets to cover the costs.

10. Confidentiality

All business or technical information that we have made accessible must be kept secret from third parties as long as and insofar as it is not demonstrably public knowledge, and may only be made available to such of the supplier's employees as must necessarily be used for the fulfilment of the contractual purpose and are also obliged to confidentiality.

11. Social responsibility

- 11.1. The supplier undertakes within the business relationship with us not to offer or grant, request or accept, advantages which violate the applicable anti-corruption regulations, either in the course of business or when dealing with officials.
- 11.2. The supplier undertakes not to make any agreements or agree concerted practices with other companies which have as their object or effect a restriction or distortion of competition within the meaning of the antitrust laws.
- 11.3. In the event of serious breaches by the supplier of its existing obligations we reserve the right to withdraw from existing contracts or terminate them with immediate effect.

12. Concluding provisions

- 12.1. If one provision of these Terms and Conditions should be or become ineffective, this shall not affect the validity of the remaining provisions. The contracting parties shall be obliged to replace the ineffective provision with a provision which comes as close as possible to it in terms of its economic success.
- 12.2. Our legal relations with the supplier are governed by German law, with the exclusion of the provisions on the conflict of laws and the UN Convention on Contracts for the International Sale of Goods (CISG).
- 12.3. The place of jurisdiction for all legal disputes arising directly or indirectly from a contractual relationship with the supplier is Trier. We are also entitled to choose to file suit against suppliers either at the court of their registered office or branch, or at the court of the place of performance.