

I. Scope of Application, General Information

1. The written contract, including these General Terms and Conditions of Purchase (hereinafter referred to as "GPC"), shall be solely authoritative for the legal relationships between us and the contractual partner. Verbal promises made by us prior to the conclusion of a contract are legally non-binding, and verbal agreements between the contracting parties shall be replaced by the written contract unless it is expressly stated in each case that they continue to be binding. Orders and delivery calls, as well as their amendments and supplements, must be issued in writing. Ancillary agreements and changes to the order/contract, including this written form requirement, also require written form to be effective, unless they have demonstrably been negotiated between the parties.
2. Individual agreements made with the supplier in specific cases shall in all instances take precedence over these GPC. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements. Transmission via telecommunications, particularly by fax or e-mail, is sufficient to satisfy the formal requirement, provided that a copy of the signed declaration is transmitted.
3. Unless otherwise agreed, the GPC shall apply as a framework agreement in the version valid at the time of the supplier's declaration of intent or, in any case, in the version last communicated to the supplier in text form, also for similar future contracts, without us having to refer to them again in each individual case.
4. Our GPC apply exclusively. We hereby object to counter-confirmations, counter-offers, or other references by the supplier referring to their own terms and conditions. Deviating, conflicting, or supplementary business terms of the supplier or third parties shall only become part of the contract if and to the extent that we have expressly agreed to their validity. In particular, the terms and conditions of third parties shall not apply even if we do not separately object to their validity in individual cases. Even if we refer to a letter that contains or refers to the terms and conditions of the supplier or a third party, or if we accept delivery without reservation while being aware of conflicting, supplementary, or deviating conditions of the supplier, this does not constitute consent to the validity of the supplier's terms and conditions.
5. Legally relevant declarations and notifications by the supplier in relation to the contract (e.g., setting of deadlines, notification of defects, withdrawal) must be submitted in writing, i.e., in written or text form (e.g., letter, e-mail, fax). Statutory formal requirements and further evidence, especially in cases of doubt regarding the legitimacy of the declarant, remain unaffected.
6. It is agreed that the supplier has manufactured the products to be delivered to us (hereinafter: "Branded Products") in accordance with specific specifications communicated by us in individual cases regarding the production process and product ingredients (hereinafter: "Specifications"). The supplier therefore undertakes not to sell such Branded Products to third parties without our prior written consent.
7. Our "GPC" apply only to entrepreneurs within the meaning of Section 310 (1) of the German Civil Code (BGB).

II. Confidentiality, Property Rights, and Copyright

1. The contracting parties undertake to treat all commercial and technical details that become known to them through the business relationship as business secrets. Technical and commercial knowledge is excluded if it has become public knowledge or was already known at the time the contract was

concluded, without a breach of contract by the supplier being the cause thereof.

2. We reserve the rights of ownership and copyright to illustrations, drawings, calculations, weight and dimension specifications, catalogs, technical documentation, other product descriptions, or documents – including those in electronic form (hereinafter referred to as "Documents"). They are to be used exclusively for production based on our order. The supplier may not make these Documents or their contents accessible to third parties, disclose them, use them themselves or through third parties, or reproduce them without our express consent. At our request, the supplier must return these Documents to us in their entirety and destroy any copies made if they are no longer required in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. At the latest after the order has been processed, the Documents must be returned to us without further request.

III. Delivery, Delivery Periods

1. The supplier is obliged to accept our order in writing within a period of 3 (three) working days and/or to execute it without reservation, in particular by shipping the goods (Acceptance).
2. The delivery periods specified by us according to calendar day/week must be observed. The supplier is only entitled to early delivery if we consent, whereby this shall not result in an earlier payment maturity.
3. Any foreseeable exceeding of the agreed delivery period – regardless of whether it is based on reasons for which the supplier is responsible or not – must be reported to us immediately. The supplier must ensure that they have all necessary raw materials available with regard to the agreed delivery period and that they have scheduled their production dates so carefully, taking into account their production capacity and current order situation, that punctual delivery to the receiving point specified by us is guaranteed. The plea of lack of self-supply is irrelevant for the occurrence of a delay in delivery.
4. Punctuality of deliveries is determined by the date of receipt at the receiving point specified by us. For deliveries involving installation or assembly, as well as for services, the acceptance date shall apply for the determination of punctuality.
5. If timely delivery is prevented by force majeure, the delivery period shall be extended by the period of time elapsed until the cause has ceased; even in such a case, we are entitled to withdraw from the contract in the event of prolonged delivery delays if we cannot reasonably be expected to adhere to the contract, particularly if there is a loss of interest as a result of the delay in performance.

IV. Prices - Invoices

1. The prices negotiated between the parties in the framework agreement and the payment terms stipulated therein are binding.
2. In the absence of deviating agreements, the agreed prices are always fixed prices. If an offer or order confirmation from the supplier does not list the statutory VAT separately or mention it as an additional charge, this shall result in the agreement of a gross price inclusive of VAT.
3. Invoices must include our purchase order number, the exact description of the goods (including quantity/weight), the delivery date, the agreed due date, and a separate disclosure of prices and VAT. Invoices must be sent to the billing address specified in the order and must not be attached to the shipment.
4. Invoices that do not meet these requirements may be rejected. Payment shall not become due until an invoice containing the

required information is received and the delivery has come into our direct possession.

V. Compliance with Specifications

1. The supplier undertakes to always observe the specifications and shall not modify them without our prior written consent. We reserve the right to change specifications at any time if required by applicable legal regulations.
2. We further reserve the right to extend the specifications to include storage and transport requirements. We will inform the supplier of such changes without delay.

VI. Delivery and Transfer of Risk

1. Unless otherwise contractually agreed, all deliveries shall be made "Delivered Duty Paid" (DDP, Incoterms® 2020) to the receiving point designated by us. The supplier shall select packaging and means of transport with professional care, taking into account any susceptibility of the goods to damage. Any transport insurance required in individual cases, insofar as it is to be separately remunerated by us, must be coordinated with us in writing in all details prior to conclusion. A delivery note must be enclosed with every shipment, clearly stating our purchase order number, an exact description of the type, quantity and – if customary in the trade – weight of the goods. Partial and back-order deliveries must be identified as such in the accompanying and shipping documents.
2. The transport risk shall be borne by the supplier, even if the goods are collected by us or shipped at our request. The risk of accidental loss or accidental deterioration of the goods shall not pass to us until they are received at the receiving point designated by us.
3. Only environmentally friendly packaging materials may be used.

VII. Incoming and Outgoing Inspection, Warranty

1. The supplier warrants the following:
 - a) The products comply in every respect with the applicable legal requirements, regulations, and rules of the state in which the product was manufactured, stored, or from which it was delivered and where it is to be used.
 - b) The manufacture of the products is of high quality and is carried out in accordance with best industry standards. The products are safe, marketable, and suitable for the intended purpose and comply with the Specifications in every respect.
 - c) The products are labeled in accordance with the Specifications and legal regulations (the latter specifically includes the country of manufacture as well as the country/countries of destination).
2. Notwithstanding our incoming inspection, the supplier remains obligated to perform a thorough outgoing inspection.
3. We are obliged to inspect the goods for any quality and quantity deviations within a reasonable period. A notice of defects (complaint) is deemed timely if it is received by the supplier within five working days of the date of receipt of the goods. In the case of latent (hidden) defects, this period begins upon discovery of the defect.
4. In cases of high urgency – i.e., when, due to particular urgency, it is no longer possible to inform the seller of the defect and the imminent damage and to set even a short deadline for the seller's own remedy – we are entitled to rectify the defect ourselves or have it rectified at the seller's expense.
5. A commercial complaint lodged in a timely manner in accordance with the preceding paragraphs and before the expiry of the

statutory or contractually agreed limitation period for claims for defects shall preserve all statutory claims for defects for us.

6. We are entitled to the full extent of statutory claims for defects. In the event of defects, we are therefore entitled to demand subsequent performance. The right to damages in lieu of performance remains unaffected.

VIII. Site Inspection

1. We have the right at any time to conduct unannounced inspections of:
 - a) the supplier's production facilities where the products are manufactured,
 - b) all other business premises of the seller, equipment, and documentation regarding the manufacture, storage, and transport of the products, as well as all related components, and
 - c) products prior to delivery to us.
2. We are entitled to have these activities carried out by an independent company, which we may freely select for the purpose of such an inspection.

IX. Testing

The supplier is obligated, at their own expense, to perform analyses or tests of products, samples, or components thereof in accordance with a test series to be determined by us in individual cases. For this purpose, the supplier undertakes to send samples to a testing facility to be designated by us. The supplier shall bear the reasonable costs of such testing by a third-party institution.

X. Payment/Discounts – Down Payments – Default of Payment

1. Unless otherwise agreed, payment shall be made at our discretion within 14 days with a 3% cash discount or within 30 days net by bank transfer or check following receipt of the invoice and goods. The supplier's purchase price claims shall become due no earlier than 30 days after receipt of the invoice and goods.
2. Unless expressly agreed otherwise, partial deliveries will only be authorized for payment after the complete order has been received.
3. Notwithstanding any conflicting prohibitions on set-off, we are entitled at any time to settle the supplier's claims against our own counterclaims. Our right of set-off also applies to counterclaims that are not yet due, subject to a credit for an interest difference of 5% p.a.
4. Agreed down payments may be made contingent upon the provision of an unconditional bank guarantee (on first demand) from a third party recognized by us as creditworthy. The third party must guarantee the repayment of the down payment in the event of non-performance or performance that does not comply with the contract. After a down payment has been made, we are entitled to inform ourselves about the progress of the manufacturing process; for this purpose, the supplier grants our authorized representative access to their business premises in advance.
5. If models, tools, fixtures, etc. are required for the manufacture of the goods, these shall become our property upon payment.
6. In the event of a default in payment on our part, the default interest rate pursuant to Section 288 of the German Civil Code (BGB) shall apply.

XI. Supplier Guarantees – Third-Party Proprietary Rights

1. If the supplier is to deliver in accordance with DIN standards or equivalent foreign standards, while adhering to precise or tolerance-based chemical or physical values (limit values), or

according to drawings, compliance with these shall always be deemed guaranteed under the purchase contract. The same applies if the existence of a quality mark (e.g., VDE, RAL, or equivalent foreign test marks) was agreed upon for the goods/preliminary products, with regard to those qualification, functional, and safety features that the quality test leading to the award of the mark is intended to ensure.

2. The supplier warrants that no patents or other proprietary rights of third parties, domestic or abroad, are infringed by the delivery/service or its utilization. The supplier shall indemnify us at first request against all third-party claims arising from any alleged infringement and shall reimburse us for all expenses necessary to avert such claims. In the event of an infringement of third-party rights, we are entitled to seek judicial clarification of the alleged infringement at the supplier's expense, but shall only be obligated to do so if the supplier provides the expected costs in advance.
3. If the utilization of the delivery is impaired by existing third-party proprietary rights, the supplier shall, at its own expense, either acquire the appropriate license or modify or replace the affected parts of the delivery so that the utilization no longer conflicts with third-party rights while still complying with the contractual agreements.

XII. Retention of Documents

The supplier undertakes to retain documents regarding the manufacture, storage, delivery, and sale of the products for a period of at least 5 years from the date of delivery and to make these documents available to us upon request.

XIII. Retention of Title – Provision of Tools / Fixtures / Models

1. Insofar as we provide parts to the supplier (provided items), we retain ownership thereof. Processing or transformation by the supplier is carried out on our behalf. If our reserved goods are processed with other objects not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our item (purchase price plus VAT) to the other processed objects at the time of processing.
2. If the item provided by us is inseparably mixed with other objects not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the reserved item (purchase price plus VAT) to the other mixed objects at the time of mixing. If the mixing takes place in such a way that the supplier's item is to be regarded as the main item, it is agreed that the supplier shall transfer proportionate co-ownership to us; the supplier shall hold the sole ownership or co-ownership in custody for us.
3. We retain ownership of tools, fixtures, and models; the supplier is obliged to use them exclusively for the manufacture of the goods ordered by us. The supplier is obliged to insure these items at their replacement value against fire, water, and theft damage at their own expense. At the same time, the supplier hereby assigns to us all compensation claims arising from this insurance; we hereby accept the assignment. The supplier is obliged to carry out any necessary maintenance and inspection work as well as all upkeep and repair work in a timely manner at their own expense. They must notify us immediately of any malfunctions; if they culpably fail to do so, claims for damages remain unaffected.
4. To the extent that the security rights to which we are entitled under Section 1 and/or Section 2 exceed the purchase price of all our as yet unpaid reserved goods by more than 10%, we are obliged to release the security rights at our discretion upon the supplier's request.

XIV. Product Liability, Indemnification

1. In addition to the supplier's liability for personal injury or property damage under the Product Liability Act, the supplier remains responsible for indirect financial loss associated with the infringement of legal interests – provided that product liability further arises from tortious aspects (Section 823 BGB) or due to contractual claims. Insofar as the supplier's order confirmation or sales terms and conditions contain clauses waiving or limiting this liability, they shall in no case be recognized by us as part of the contract.
2. The supplier undertakes to maintain, at their own expense, comprehensive liability insurance including product liability with a reputable insurance company with a minimum coverage amount of EUR 5 million per personal injury / property damage / occurrence. Such insurance must extend to the supplier's affiliated companies insofar as they are involved in a service covered by these General Terms and Conditions of Purchase. If we are entitled to further claims for damages, these remain unaffected. The supplier must provide us with proof of coverage upon request.
3. The supplier undertakes to provide us with annual confirmations as proof of coverage. Each confirmation must state the scope of coverage.
4. The supplier undertakes to indemnify us (as well as any of our affiliated companies) against any liability toward third parties or liability claims from third parties arising from the manufacture, delivery, or storage of the products (product liability). The supplier is obliged to reimburse us for payments made to settle justified claims. The obligation to indemnify and reimburse shall not apply if the underlying event is demonstrably based on grossly negligent or intentional misconduct by us or one of our employees, representatives, vicarious agents, or affiliated companies. The supplier is obliged to inform us immediately of any lawsuits filed or claims asserted against them and to provide all relevant documents at our request.

XV. Assurance of Compliance with Section 1 MiLoG and Other Regulations

The supplier assures that all workers employed by them are paid at least in accordance with the provisions of Sections 1, 2, and 20 of the German Minimum Wage Act (MiLoG) as well as other legal regulations and collective agreements for whose compliance the client is liable under Section 14 of the Posted Workers Act (AEntG) and/or other comparable regulations.

XVI. REACH Conformity and Information Obligations / Environmental Requirements under German and European Law, in particular EU Directive 2011/65/EU (RoHS Directive) and National Ordinances

1. Regarding the goods/articles delivered to us, including packaging, the supplier undertakes to comply with the requirements of the European Chemicals Regulation Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH Regulation), or any successor norm in its currently valid version.
2. The supplier is obliged to have all substances delivered to us (pre-)registered, either themselves or by sub-suppliers, insofar as they are subject to registration obligations under the REACH Regulation.
3. If the supplier is not subject to registration obligations themselves under the REACH Regulation, they shall oblige their sub-suppliers to comply with their obligations under the REACH Regulation.

4. Evidence of registration performed by the supplier or its sub-suppliers regarding the delivered goods/articles must be provided to us in writing upon request.
5. The supplier shall ensure that if substances falling under the REACH Regulation are contained in the goods/articles delivered by them or their packaging, these are registered in accordance with the REACH Regulation.
6. The supplier undertakes to transmit to us in writing all information and documentation required under the REACH Regulation (in particular pursuant to Art. 31 et seq. of the REACH Regulation) within the periods stipulated in the REACH Regulation or to forward the information from their sub-supplier to us in writing without delay.
7. The supplier shall inform us immediately in writing if the contractual products contain substances listed in the SVHC Candidate List, Annex XIV, or Annex XVII of the REACH Regulation (in the respectively valid version). A separate release by us is required prior to the delivery of such substances.
8. The supplier shall indemnify us against any liability in connection with violations of the REACH Regulation and shall compensate us for damages arising from or related to the supplier's non-compliance with obligations under the REACH Regulation.
9. If claims are asserted against us by customers, competitors, or authorities due to a violation of REACH regulations attributable to a product/article from the supplier, we are entitled to demand indemnification from such claims or compensation for the damage caused by or related to the lack of REACH conformity.
10. The aforementioned obligations apply accordingly (with the exception of registration obligations) if the supplier is based in a non-EU country. In particular, the supplier must provide information if an SVHC substance is contained in a concentration greater than 0.1% or if substances falling under the REACH Regulation can be released during normal and foreseeable use.
11. The supplier must comply with environmental requirements under German and European law.
12. Specifically, the supplier must ensure that the goods delivered fully comply with the requirements of Directive 2011/65/EU (RoHS Directive), Directive 2012/19/EU (WEEE Directive), the German Ordinance on the Restriction of the Use of Hazardous Substances in Electrical and Electronic Equipment (ElektroStoffV), and the German Electrical and Electronic Equipment Act (ElektroG), or their respective successor laws in their currently valid versions.
13. The supplier warrants that all products comply with the requirements of the RoHS Directive, the WEEE Directive, ElektroStoffV, and ElektroG. The supplier shall compensate for all damages and expenses (including legal costs) and for all third-party claims based on a culpable violation by the supplier of the RoHS Directive, the WEEE Directive, ElektroStoffV, ElektroG, or other applicable environmental regulations.

XVII. Product Changes and Discontinuation of Production

The supplier must inform us in good time prior to delivery of any changes to manufacturing processes, materials, or supplied parts, relocation of production sites, or other measures that may affect the quality or safety of the delivered products. Changes in this area require our explicit release. The established specifications may not be changed without our consent. From the time the change is notified, you shall ensure that the materials delivered to us can still be supplied unchanged for at least 36 months.

XVIII. Supplier / Long-term Supplier Declarations

Within the framework of concluded contracts, the supplier must comply with all legal provisions and requirements. The supplier undertakes to provide us, without being requested to do so, with an original long-term supplier declaration for products with preferential origin status in accordance with the relevant legal provisions (currently: Regulation (EU) 2015/2447).

XIX. Data Processing Information for our Suppliers

1. We are entitled to store and process the personal data of the contractual partner by means of electronic data processing.
2. Our information on data processing is available at www.hedelius.de/datenschutzerklaerung/datenschutz.html.

XXI. Final Provisions

1. The legal relationship between us and the supplier shall be governed exclusively by the laws of the Federal Republic of Germany.
2. The German language text shall be considered as the original text of these GPC and is binding for both parties.
3. To the extent permitted by law, the exclusive – including international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the registered office of HEDELIUS Maschinenfabrik GmbH. We reserve the right to take legal action against the supplier at their place of business as well.
4. The relationship between us and the supplier is subject exclusively to the laws of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG).
5. The invalidity of individual provisions of these GPC shall not affect the validity of the remaining provisions. Invalid provisions shall be deemed replaced by such valid regulations as are suitable to achieve the economic purpose of the omitted regulation as far as possible.