

# GENERAL TERMS AND CONDITIONS OF PURCHASE FOR THE PLACEMENT OF ORDERS OF ANY KIND

(HEREINAFTER „GENERAL TERMS AND CONDITIONS OF PURCHASE“)



*Dichtungen. Technische Teile.*

Applicable for business dealings with companies, legal entities under public law and special funds under public law.

The business partner may make them accessible to third parties (including its customers or suppliers) or disclose them only with our consent.

## 1. GOVERNING PROVISIONS

**1.1** These General Terms and Conditions of Purchase apply exclusively to our purchases and to all deliveries and services we procure.

**1.2** Deviating or supplementary terms and conditions of the business partner shall not apply unless expressly acknowledged by us in writing. Our General Terms and Conditions of Purchase shall also apply if we accept deliveries and services without reservation while aware of such deviating or supplementary terms and conditions. Any references by the business partner to its general terms and conditions are hereby expressly rejected.

**1.3** These General Terms and Conditions of Purchase also apply to all future transactions with the business partner.

**1.4** In addition and subsidiarily, the statutory provisions (e.g. the HGB or BGB) apply.

## 2. WRITTEN FORM; WRITTEN CONFIRMATION OF DEVIATING ORDER CONFIRMATIONS; RIGHTS IN OUR DOCUMENTS, TOOLS AND MODELS

**2.1** Each party is entitled to a written confirmation of the full contract content. Verbal agreements are valid only if confirmed in writing. Written form may also be satisfied by electronic data transmission or email.

**2.2** If the business partner's order confirmation deviates from our order, our silence shall not be deemed consent to the deviation.

**2.3** Drawings, technical data sheets, samples, tools, models, products and semi-finished products that we provide to our business partner in the context of initiating or performing business remaining our property; we may demand their return at any time.

**2.4** The business partner shall hold the items referred to in 2.3 (and comparable items) in safekeeping for us free of charge.

## 3. DELIVERY DATES; LIABILITY FOR DELAY; NO ACCEPTANCE BEFORE DELIVERY DATE; PARTIAL DELIVERIES; FORCE MAJEURE; NO EXTENDED RETENTION OF TITLE

**3.1** Agreed delivery periods and delivery dates are strictly binding for the business partner. If non-delivery, delays, or defective deliveries appear possible, or even likely or certain, the business partner must notify us without undue delay, stating the nature and extent of the disruption.

**3.2** If agreed dates are not met, the statutory provisions apply.

**3.3** We are not obliged to accept early deliveries.

**3.4** We are not obliged to accept partial deliveries.

**3.5** We may request partial deliveries unless this is unreasonable for the business partner.

**3.6** In cases of force majeure, both parties are released from their performance obligations for the duration of the event. If the force majeure affecting the business partner lasts longer than 30 days, we may terminate the contract extraordinarily and without compensation.

**3.7** The Business partner bears the procurement risk for its deliveries and services. Any self-supply reservation is effective only if individually agreed with us in writing.

**3.8** Any extended retention of title asserted by the Business partner shall not apply.

## 4. DELIVERY; INSPECTION CERTIFICATE; PACKAGING

**4.1** Delivery shall be made at the business partner's expense, free of charges and fees, to the receiving point designated by us. If (by individual agreement) we bear freight costs, the business partner must choose the mode of transport specified by us. If nothing is specified in this respect, it must use the most cost-effective mode of transport and delivery for us.

**4.2** Risk of loss of the delivery item passes to us only upon acceptance by our receiving point.

**4.3** Unless otherwise agreed, the delivery must be accompanied by a delivery note and an inspection certificate 3.1 in accordance with EN 10204 (or an equivalent internationally recognized certificate) listing the characteristics agreed with the supplier. For first-time deliveries, especially having a prototype/sample status, a complete initial sample documentation must be attached, including all documents under PPAP or PPF submission level 3.

**4.4** Packaging costs are borne by the business partner. Where (by individual agreement) we bear packaging costs, the business partner may invoice only at cost. Where packaging is to be returned, the business partner bears the related shipping and transport costs.

## 5. CHANGES

We may request changes to the contractual deliveries and services at any time. The business partner may object if and to the extent the change would be unreasonable for it. The business partner shall, based on the original calculation, notify us without undue delay of the impact of the change on costs and schedule and submit a corresponding change offer. If no agreement is reached, we may terminate the contract extraordinarily. In that case, the business partner shall receive the agreed remuneration pro rata for services rendered up to the termination date.

## 6. PRICES

**6.1** The agreed price is a fixed price. Our Business partner shall not be entitled to demand any increase in the agreed price, even in the event of an increase in its production costs (rising wages, material costs or other increases in production costs).

**6.2** Payment shall be made within 8 days of receipt of goods and invoice with a 3% discount, or net within 30 days; for purposes of meeting the deadline, the initiation of payment shall be decisive.

**6.3** Cost estimates by the business partner are not remunerated unless expressly agreed otherwise.

## 7. PAYMENT; NON-ASSIGNMENT; RIGHTS OF RETENTION

**7.1** If partial deliveries are accepted or deliveries are made before the agreed delivery date, the payment periods shall run as if delivery had been made on the agreed date.

**7.2** Claims against us may be assigned only with our prior written consent; any waiver of the written form requirement itself must be in writing. The business partner may assert rights of retention only to the extent its claims have been acknowledged by us in writing or have been finally determined by a court and arise from the same legal relationship.

## 8. NOTIFICATION OF DEFECTS

We shall notify the supplier of any defects in the contractual goods as soon as they are identified in the ordinary course of proper business operations, but in any event within 10 working days. In this respect, the Supplier waives the right to rely on the objection of late notification of defects. Our obligation to inspect and give notice of defects shall be limited to checking the quantitative details stated on the relevant delivery note and to transport damage that is visually apparent upon delivery (visible defects). In all other respects, the obligation to inspect and notify defects is waived, and the Supplier expressly waives the right to invoke the defence of improper or late notification of defects pursuant to § 377 of the German Commercial Code (HGB).

## 9. WARRANTY

**9.1** The supplier warrants that the contractual goods are free from defects.. In particular, it warrants that the items conform to the state of the art, to generally recognized safety standards of authorities and industry associations and comply with applicable laws.

**9.2** Statutory provisions on material and legal defects apply unless otherwise agreed below.

**9.3** We generally have the right to choose the type of subsequent performance. The supplier may refuse the type we choose only if it would incur disproportionate costs.

**9.4** If the supplier does not immediately commence rectification after our request, we may, in urgent cases, particularly to avert imminent danger or avoid greater damage, remedy the defect ourselves or have it remedied by a third party, at the supplier's expense.

**9.5** In cases of a violation of third party rights, the supplier shall also indemnify us against any third-party claims, unless the legal defect is not attributable to it.

**9.6** Warranty claims become time-barred after 3 years (except in cases of fraudulent concealment), unless the item has, in accordance with its customary use, been incorporated into a building and caused its defectiveness. The limitation period begins upon delivery of the contractual item (transfer of risk).

**9.7** For items that could not remain in operation during inspection and/or rectification, the running warranty period is extended by the period of operational downtime.

**9.8** In cases of replacement, or where an improved item has the same defect or a defect resulting from the remedial work, the limitation period is recommenced.

**9.9** If we incur costs due to a defective delivery, particularly transport, travel, labour, installation, removal, or material costs, or costs for incoming inspection exceeding the usual scope, the supplier shall bear such costs.

**9.10** Our other claims for breach of contract or breach of other duties remain unaffected.

**9.11** The business partner is liable for the fault of its sub-suppliers/subcontractors as for its own fault.

## 10. PRODUCT LIABILITY AND RECALL

**10.1** If we are held liable under product liability, the supplier shall indemnify us against such third-party claims if and to the extent the damage was caused by a defect in the item delivered by the supplier. In cases of fault-based liability, this applies only if the supplier is at fault.

**10.2** In cases under clause 10.1, the supplier shall bear all costs and expenses, including any legal costs.

**10.3** Statutory provisions otherwise apply.

**10.4** Prior to a recall campaign that is wholly or partly the result of a defect in the contractual item delivered by the supplier, we shall inform the supplier, give them the opportunity to participate and consult with them on efficient implementation, unless it is not possible to inform or involve the supplier due to particular urgency. If a recall is the result of a defect in the contractual item delivered by the supplier, the supplier shall bear the costs of the recall.

**10.5** The supplier must maintain product liability insurance with reasonable coverage and provide evidence upon request.

## 11. CONFIDENTIALITY

**11.1** The parties undertake to treat as trade secrets all non-obvious commercial and technical details that become known through the business relation-

ship. By way of exception, we may pass on information necessary for sales purposes if the recipient is bound to confidentiality.

**11.2** Drawings, models, templates, samples and similar items may not be left to or otherwise made accessible to unauthorised third parties, may only be used for the purposes of the relevant contract between the supplier and us, and not for other purposes of the supplier. Reproduction is permitted only within operational needs and in compliance with copyright law.

**11.3** Sub-suppliers must be bound accordingly.

**11.4** The parties may advertise their business relationship only with prior written consent.

## 12. COMPLIANCE; CORPORATE RESPONSIBILITY AND SUSTAINABILITY

**12.1** In the course of our business relationship, the business partner undertakes neither in business dealings nor in dealings with public officials to offer, grant, demand or accept advantages that violate applicable anti-corruption laws. The business partner further undertakes not to enter into agreements or concerted practices with other undertakings that have as their object or effect the prevention, restriction or distortion of competition in breach of applicable antitrust law.

**12.2** The business partner shall comply with the applicable laws and regulations on environmental, health and occupational safety, on dealings with employees, and on the protection of human rights. In addition, it shall observe the requirements of our Code of Conduct on Corporate Responsibility (available at <https://schloesser-dichtungen.de/downloads>) and engage that its subcontractors act accordingly.

**12.3** Where the business partner processes personal data in performing the contractual services or supplies, it shall comply with applicable data-protection laws. In particular, it shall process personal data solely for performing the contractual services or supplies and engage that its personnel have access only where strictly necessary and are bound in writing to confidentiality.

**12.4** The Business partner shall answer inquiries regarding compliance, social responsibility and sustainability in the supply chain within a reasonable time.

**12.5** In the event of serious violations of law by the supplier as set out in clause 12, or breaches of clauses 12.1 to 12.3, we reserve the right to withdraw from existing contracts or to terminate them without notice.

## 13. EXPORT CONTROL AND CUSTOMS

**13.1.** The business partner must inform us prior to the first delivery of any approval requirements or restrictions under applicable export control or customs provisions, including those of the country of origin, and provide the information required for this purpose.

**13.2** Upon request, the business partner shall inform us of the non-preferential origin of its goods and, where required, issue corresponding certificates of origin.

**13.3** For cross-border deliveries, the business partner shall attach all documents necessary for a complete and accurate import customs declaration.

**13.4** The business partner shall support us with all reasonable measures to minimise duties or other customs-clearance costs.

## 14. DATA SECURITY AND INFORMATION PROTECTION

The Business partner shall implement appropriate technical and organisational measures to avoid disruptions to the availability, the integrity and the confidentiality of its IT systems and processes. It shall use industry-standard methods, standards and processes to prevent, detect and remedy vulnerabilities, malware and other disruptions connected with the contractual services or deliveries.

## 15. INSURANCE

The business partner shall establish and maintain appropriate general liability and product liability insurance for risks arising from the business relationship, each with minimum coverage of EUR 1 million per occurrence. Higher coverage may be agreed as needed. Upon request, the business partner shall promptly provide evidence of the policies and their continued validity.

## 16. INFORMATION OBLIGATIONS

**16.1** Where necessary for us to fulfil our own statutory or contractual obligations, the business partner shall provide the information we request and make documents available. This does not apply to information or documents that concern the business partner's core technical know-how.

**16.2** We may, ourselves or through third parties engaged by us, upon reasonable prior notice and during normal business hours, verify at the business partner's premises whether statutory and contractual obligations are being complied with. For this purpose, audits may be conducted and documents and materials related to the contractual services may be inspected. The busi-

ness partner is entitled to appropriately protect its core technical know-how.

## 17. RIGHTS OF WITHDRAWAL AND TERMINATION

**17.1** We may withdraw from the contract if the business partner's financial circumstances deteriorate materially or such deterioration is imminent and performance is thereby jeopardised.

**17.2** We may also withdraw if

- the business partner is insolvent or imminent insolvency occurs;
- insolvency or comparable proceedings are applied for against its assets; or
- commencement is refused for lack of assets.

**17.3** For contracts on continuing obligations, the right of extraordinary termination without notice applies instead of withdrawal.

**17.4** We may terminate without notice if the business partner breaches contractual duties and fails to remedy or compensate for the breach within a reasonable cure period.

**17.5** If we end the contract based on the foregoing rights of withdrawal or termination, the business partner shall compensate us for the resulting damage unless it is not responsible for the reason.

**17.6** Statutory rights and claims remain unaffected.

## 18. MISCELLANEOUS

**18.1.** Should any provision or part-provision be or become invalid, the validity of the remaining provisions or parts thereof shall not be affected. The parties shall replace the invalid provision with one that most closely reflects the economic intent.

**18.2** The place of performance for goods or services ordered by us is our registered office in Mengen, Baden-Württemberg.

**18.3** The legal relationship between us and our business partners is governed exclusively by German law, excluding the CISG; this choice of German law (excluding the CISG) also applies to areas breaches not constituting a defect in the goods or services themselves.

**18.4** The exclusive venue for all proceedings against us in connection with the contractual relationship is the court locally competent for our registered office, provided the supplier is a company, a legal entity under public law or a special fund under public law. We may, however, also sue the business partner at another venue.