
Terms and conditions of purchase, Rickmeier GmbH

(Status 01 July 2024)

I. General information - area of application

1. Our terms and conditions of purchase apply exclusively; no terms or conditions of the Supplier to the contrary or which deviate from these terms and condition of purchase will be recognised by us unless we have expressly agreed to them in writing. Our terms and conditions of purchase shall apply even if we accept delivery from the Supplier in full awareness of conflicting or deviating terms and conditions of the Supplier.
2. All agreements concluded between us and the Supplier for the purpose of the performance of this contract must be set out in writing in this contract.
3. Our term and conditions of purchase apply exclusively to companies as defined by § 310 Section 4 of the German Civil Code (BGB).

II. Offer - offer documents

1. The Supplier is under obligation to accept our order within a period of 2 weeks from receipt.
2. We retain the right of title and copyright to all images, drawings, calculations and other documents; they may not be made available to third parties without our express written consent. They are to be used exclusively for production based on our order and must be returned to us, without request, on completion of the order. They must not be disclosed to third parties; in this context, the provision of § IX Section (4) shall also apply.

III. Prices - term and conditions of payment

1. The price quoted in the order is binding. Unless otherwise agreed in writing, the price includes delivery "free domicile" including packaging. Any return of packaging material is subject to specific prior agreement.
2. Value-added tax at the statutory rate is included in the price.
3. Invoices can only be processed if - as stipulated in our order - they bear the order number stated therein; the Supplier is responsible for any consequences resulting from failure to comply with this obligation unless they are able to prove that they are not responsible for the non-compliance.
4. Unless otherwise agreed in writing, the purchase price will be paid within 14 days of delivery and receipt of the invoice less 2% discount or net within 30 days of receipt of invoice.
5. We are entitled to claim the statutory right of offset and right of retention.

IV. Delivery time – terms and conditions of delivery – transport

1. The delivery time quoted in the order is binding.
2. The Supplier is under obligation to notify us immediately in writing should circumstances arise or come to the Supplier's attention which indicate that the agreed delivery deadline cannot be met.
3. In the event of a delay in delivery, we shall be entitled to claim our statutory rights. In particular, we shall be entitled, after fruitless expiry of a reasonable period of grace, to claim damages in lieu of performance and rescission of the contract. In the event that we make a claim for damages, the Supplier shall be entitled to prove to us that they are not responsible for the breach of contract.

4. The Supplier undertakes to notify the carrier or forwarding agency on dispatch that we are exempted from the mandatory freight forwarders' insurance and do not require transport insurance cover.

V. Legal and regulatory requirements – REACH and RoHS

1. With respect to deliveries and the services rendered, the Supplier is under obligation to comply with all legal and regulatory requirements valid in the Federal Republic of Germany and the European Union.
2. The supplier is under obligation to deliver the goods with packaging labelled in accordance with the statutory provisions (e.g. REACH Regulation) (EC No. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals) in the country of origin, at our place of business and at the delivery location and shall deliver all necessary information (e.g. safety data sheet) with the goods. The Supplier is responsible for requesting any information they may require for this purpose from us in a timely manner.
3. The Supplier will comply with the requirements of the chemicals directive EC No. 1907/2006 (REACH Regulation) in the valid version. In particular, the Supplier warrants that registration of the substances has been carried out. We on our part are under no obligation to obtain authorisation under the REACH Regulation for any goods provided by the Supplier.
4. The Supplier will notify us immediately in writing should the contract products contain substances named on the candidate list of Substances of Very High Concern, in Annex XIV or Annex XVII of the REACH Regulation (in the currently valid version). A separate release must be obtained from us before delivering such substances. The Supplier shall exempt us from any liability arising from a violation of the REACH Regulation and agrees to compensate us for losses caused by or in connection with failure on the part of the Supplier to comply with the Regulation.
5. The Supplier must ensure that the goods to be delivered by the Supplier are in full compliance with the requirements of Directive 2011/65/EU ("RoHS") in the currently valid version.

VI. Transfer of risk - documents

1. Unless otherwise agreed in writing, delivery shall be made free domicile.
2. The Supplier is under obligation to quote our correct order number on all shipping documents and delivery notes; if the supplier fails to comply with this obligation, we cannot be held responsible for delays in processing.

VII. Investigation of defects - liability for defects

1. We undertake to inspect the goods for possible deviations in quality and quantity within a reasonable period of time; irrespective of more generous time limits which may arise from § 377 of the German Commercial Code (HGB), any notification of defects shall be deemed to be in time if it is received by the Supplier within the period of three working days calculated from receipt of the goods or, in the case of hidden defects, from the time of their discovery.
2. We will be entitled to the legal claims for defects in full; in any case, we shall be entitled to demand that the Supplier either rectify the defect or deliver a new item, at our discretion. Unless otherwise stipulated, the place of subsequent performance is our place of business, Langenholthauer Straße 20-22, 58802 Balve, Germany. The right of rescission, in particular in the case of unsuccessful subsequent performance, as well as the right to claim damages is expressly reserved, in particular the right to claim damages in lieu of performance.
3. We shall be entitled to remedy the defect ourselves in cases of imminent danger.
4. The period of limitation is 36 months, beginning with the transfer of risk, unless the mandatory provisions of §§ 445b, 478 Section 2 German Civil Code (BGB) apply.

VIII. Product liability - exemption - third-party liability insurance cover

1. Insofar as the Supplier is responsible for product damage, they undertake to exempt us from claims for damages by third parties upon first request, insofar as the cause lies within their sphere of control and organisation and they themselves are liable in relation to third parties.
2. Within the scope of their liability for loss or damage within the meaning of paragraph (1), the Supplier also undertakes to reimburse us for any expenses pursuant to §§ 683, 670 or §§ 830, 840, 426 of the German Civil Code (BGB) arising from, or in connection with, a recall campaign lawfully carried out by us. We will inform the Supplier in good time in advance about the content and scope of such recall actions, insofar as this is possible and reasonable, and give the Supplier the opportunity to comment.
3. In coordination with the Supplier, we will notify the respective competent authority in accordance with the provisions of the Product Safety Law (ProdSG).
4. The Supplier is under obligation to take out product liability insurance with a lump-sum coverage limit of 10 million euros per person/damage case; if we are entitled to further claims for damages, these shall remain unaffected.

IX. Industrial property rights

1. The Supplier warrants that no rights of third parties are violated within the Federal Republic of Germany in connection with their delivery.
2. If claims are made against us by a third party for this reason, the Supplier must indemnify us against these claims upon first written request.
3. In the event of claims for damages by the third party, the Supplier reserves the right to prove that they were not responsible for the violation of the third-party right. We are not entitled to enter into any agreement - and in particular to enter into any settlement - with the third party without the consent of the Supplier.
4. The Supplier's duty to indemnify shall apply to all expenses which necessarily incurred by us through or in connection with claims asserted by a third party, unless the Supplier provides evidence that they are not responsible for the breach of duty on which the infringement of property rights is based.
5. The period of limitation is three years, beginning with the transfer of risk.

X. Retention of title - provision of materials - tools - confidentiality

1. We retain title to all goods provided by us to the Supplier. Processing or alteration of such goods will be performed by the supplier on our behalf. If the goods subject to our retention of title are processed with other objects not belonging to us, we shall acquire co-ownership rights in the new product according to the ratio of the value of the material provided by us (purchase price plus VAT) to the other processed objects at the time of processing.
2. If an object provided by us is inseparably mixed or combined with other objects not belonging to us, we shall acquire co-ownership rights in the new product according to the ratio of the value of the goods subject to our retention of title (purchase price plus VAT) to the other processed objects at the time of mixing or combination. If the items are mixed or combined in such a way that the Supplier's item is to be regarded as the primary item, it is agreed that the Supplier shall assign us pro rata co-ownership; the Supplier shall hold sole or co-ownership in trust for us.
3. We reserve the right of ownership to tools and models; the ownership of tools manufactured by the Supplier in whole or in part at our expense must be transferred to us. The Supplier is only permitted to use these tools and models for the manufacture of the goods ordered by us. The Supplier is under obligation to insure such tools and models at own cost for their reinstatement value against theft and

damage by fire and water. At the same time, the Supplier hereby assigns to us any claims under such insurance cover, and we, in turn, accept such assignment. The Supplier is under obligation to carry out any necessary maintenance and inspection work on our tools and models as well as all servicing and repair tasks, in good time and at own expense. The Supplier will notify us immediately of any faults; should the Supplier culpably fail to do so, this shall be without prejudice to claims for damages.

4. The Supplier undertakes to hold all illustrations, drawings, calculations as well as any other documents and information in the strictest confidence. They may only be disclosed to third parties with our express consent. This obligation to maintain confidentiality shall continue to apply after implementation of this contract. However, it expires if and to the extent that the manufacturing know-how contained in the illustrations, drawings, calculations and other documents made available to the Supplier has become generally known or was verifiably already known to the Supplier at the time of its communication.
5. To the extent that the security interests due to us pursuant to paragraph (1) and/or paragraph (2) exceed the purchase price of all unpaid goods under our retention of title by more than 10%, we are under obligation to release such security interests at the request of the Supplier and at our discretion.

XI. Place of jurisdiction - applicable law – place of performance

1. If the Supplier is a business person, the place of jurisdiction will be our registered office; we are, however, also entitled to sue the Supplier before the court with jurisdiction over their place of residence.
2. The law of the Federal Republic of Germany applies exclusively to all business and legal relations between our company and the Supplier; the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
3. Unless otherwise stated in the order, the place of performance is our registered office.