

GENERAL TERMS & CONDITIONS OF PURCHASE of HEDI GmbH Elektro- und Gerätebau

1. Scope

- 1.1. Our General Terms and Conditions of Purchase apply exclusively to our orders.
- 1.2. Alternative, contradictory or supplementary conditions of the supplier are not recognised by us, unless we have expressly consented to them in writing.
- 1.3. The General Terms and Conditions of Purchase also apply to all future contracts with the same supplier, without having to make reference to them in each individual case.
- 1.4. The Terms and Conditions of Purchase apply only in respect of companies, legal entities under public law or special funds under public law within the meaning of Section 310(1) of the German Civil Code (BGB).

2. Offer and conclusion of contract

- 2.1. Our orders are issued in writing. Orders placed verbally or agreements made verbally are binding for us only when they are confirmed in writing.
- 2.2. Offers are accepted if they had been confirmed by us with a written order or by email. Deliveries for which there are no written orders shall not be accepted.
- 2.3. Our silence in response to offers, requests and other declarations on the part of the supplier shall be taken as consent only if that has been expressly agreed in writing.
- 2.4. A contract shall come into being on the basis of our order unless the supplier objects within 5 days of receipt.
- 2.5. Order confirmations shall be sent to us specifying a binding delivery date and the identification details listed under 4.5.

3. Prices and payment conditions

- 3.1. The agreed prices are fixed prices in EUR, include transport and packaging costs and are understood to be plus Value Added Tax at the applicable rate. Subsequent increases are excluded.
- 3.2. Invoices shall be sent to us as a single copy, specifying the invoice and order number and the identification details listed under 4.5. Submission of invoices by email or post is permitted only by agreement with our purchasing department.
- 3.3. Unless agreed otherwise in writing, supplier invoices shall be paid within 30 days of receipt of invoice with a discount of 3%.
- 3.4. Payment and discount period shall commence on the date of receipt of the properly issued invoice by us, but not before complete delivery of the goods and not before the agreed delivery date.
- 3.5. Delays in payment resulting from the absence of details in accordance with the above provision under 4.5. are the fault of the supplier and shall not affect the discount periods.
- 3.6. The supplier has a right to offset or a right of retention only against uncontested or legally established claims.

4. Delivery, transfer of risk, packaging

- 4.1. Unless agreed otherwise, delivery shall be made free of all fees, at the cost and risk of the supplier to the place of delivery specified by us.
- 4.2. In the case of delivery of technical items, the supplier undertakes to supply us with spare parts at least for the period of the normal useful life of the item, at standard market conditions and prices.
- 4.3. As a matter of principle, part deliveries are not permitted, unless we have expressly agreed to them or they are reasonable for us to accept.
- 4.4. The risk shall be transferred to us on delivery of the goods at the destination.
- 4.5. Every delivery shall be accompanied by a standard delivery note. The following identification details shall be specified on all supplier documents:
 - our address
 - our item number
 - the supplier's item number
 - our order number
 - the supplier number
 - our customer number
- 4.6. The packaging must be suitable for transport and protect the specific product in such a way that transport damage is avoided. The packaging must also meet the specifications given in our order. If the supplier fails to meet these requirements, it shall be responsible for all resulting costs, damage, etc.

5. Delivery period and default in delivery

- 5.1. The delivery period is specified in our order and is therefore binding. Receipt of the goods at the place of fulfilment is definitive for compliance with the delivery date. Before the agreed delivery period, deliveries may be carried out only with our prior written consent.
- 5.2. If it is anticipated that the agreed delivery date cannot be met, the supplier is obliged to notify us promptly in writing, specifying the reasons and the probable delay.
- 5.3. If the supplier is in default in delivery, we are entitled to charge a contractual penalty of 0.5% of the total order value for each calendar week that commences, up to a total of no more than 5% of the overall order value. If we accept a delayed delivery, we shall assert the penalty for the delay at the latest at the time of final payment.
- 5.4. Our right to delivery is excluded only if the supplier has paid full compensation in place of delivery at our request. Acceptance of the delayed delivery shall not constitute waiving of the right to compensation or of the penalty for the delay.
- 5.5. In the event of a delay caused by the supplier, following unsuccessful expiry of an appropriate grace period set by us we are entitled to arrange for a third party to perform the service that the supplier has failed to provide, at the cost of the supplier. Following unsuccessful expiry of a grace period set by us, we are also entitled to withdraw from the purchase contract.

6. Defective delivery

- 6.1. Acceptance is always subject to an incoming goods inspection to ensure the absence of defects, in particular with regard to correctness, completeness and suitability.
- 6.2. Obvious external defects and damage, such as transport damage, shall be carefully assessed and documented during the incoming goods inspection.
- 6.3. A complaint shall be made by us to the supplier promptly after discovery of any defects. In all cases, our complaint shall be deemed to be prompt and timely if it is received by the supplier within 10 calendar days.
- 6.4. If the supplier does not meet its obligation to supplementary performance – by rectifying the defect (repair) or by delivering a fault-free item (substitute delivery), at our discretion – within an appropriate grace period set by us, we may rectify the defect and demand reimbursement of the necessary costs incurred by the supplier. If supplementary performance by the supplier fails or is unreasonable for us, there is no requirement to set further grace periods.

7. Product liability

- 7.1. The supplier shall indemnify us against all third-party claims that result from material or legal defects in the delivery or service. This applies in particular to producer liability and the breach of commercial property rights.

8. Quality

- 8.1. The delivered goods must meet all applicable regulations, ordinances, certifications and other provisions.
- 8.2. The supplier is obliged to comply with our quality assurance agreements, the accepted rules of technology and the statutory provisions on product safety.
- 8.3. The contractor shall set up and maintain a suitable quality management system in terms of type and scope which corresponds to the state of the art and is documented appropriately. It shall keep records of its quality checks in particular and make these available to us on request.

9. Confidentiality and disclosure to third parties

- 9.1. The supplier shall not disclose to third parties the content of the orders concluded with us, in particular the prices and quantities.
- 9.2. We may require the supplier to place all its employees and vicarious agents under the same obligation and allow us to inspect such agreements on request.
- 9.3. Disclosure of our orders to third parties is permitted only with our written consent. Disclosure to third parties without our written consent entitles us to withdraw from the purchase contract in whole or in part and to demand compensation.

10. Retention of title and provision of materials

- 10.1. Any agreed retention of title on the part of the supplier shall lapse at the latest on payment of the purchase price for the goods supplied.
- 10.2. Materials provided shall remain our property. Their use is permitted for our orders only. Processing, mixing or combining the materials supplied by us shall be carried out only on our behalf. The parties agree that we shall become joint owners of the products made using the materials we provide in the proportion of the value of the materials provided to the value of the overall product, which in this respect shall be kept safe for us by the supplier.

11. Place of fulfilment, place of jurisdiction, applicable law, concluding provision

- 11.1. Unless agreed otherwise, the place of fulfilment is our registered office or the place of delivery specified in our order.
- 11.2. The place of jurisdiction for both parties is Memmingen. We are, however, entitled to take action against the contracting partner at a different place of jurisdiction.
- 11.3. The legal relationships between the parties are governed by German law, excluding UN sales law. The contract language is German.
- 11.4. Invalidation of provisions in these terms of contract shall not affect the validity of the remaining provisions of these General Terms and Conditions of Purchase or of other agreements. In such cases, the contracting parties shall agree to a provision that best corresponds to the meaning and purpose of the contract and comes as close as possible to the invalid provision.
- 11.5. Changes or additions to the contract require a written confirmation to take effect.

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