

General Terms and Conditions of Purchase

1. General

- 1.1 These General Terms and Conditions of Purchase (GTCP) apply to all business relationships with our business partners and suppliers (“supplier”). The GTCP only apply if the supplier is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law.
- 1.2 The GTCP apply in particular to contracts for the sale and/or delivery of movable goods (“goods”), regardless of whether the supplier manufactures the goods itself or purchases them from subcontractors (§§ 433, 650 BGB). Unless otherwise agreed, the GTCS in the version valid at the time of our order or, in any case, in the version last communicated to the supplier in text form shall also apply as a framework agreement for similar future contracts without us having to refer to them again in each individual case.
- 1.3 These GTCP apply exclusively. Any deviating, conflicting, or supplementary general terms and conditions of the supplier shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing. This requirement of consent shall apply in all cases, for example, even if the supplier refers to its general terms and conditions in the order confirmation and we do not expressly object to this.
- 1.4 Individual agreements (e.g., framework supply agreements, quality assurance agreements) and information contained in our order shall take precedence over the GTCP. In case of doubt, trade clauses shall be interpreted in accordance with the Incoterms® published by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.
- 1.5 Legally relevant declarations and notifications by the supplier in relation to the contract, such as deadlines, reminders, withdrawals, or reductions, must be made in writing. Legal formal requirements and further evidence, in particular in cases of doubt about the legitimation of the declarant, remain unaffected.
- 1.6 References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTCP.

2. Conclusion of contract

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Lieferungen und Leistungen werden
aufgrund unserer Allgemeinen
Geschäftsbedingungen erbracht.

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- 2.1 Our order shall be deemed binding at the earliest upon submission or confirmation in writing. The supplier must notify us of any obvious errors (e.g., typing and calculation errors) and omissions in the order, including the order documents, for the purpose of correction or completion before acceptance. Otherwise, the contract shall be deemed not to have been concluded.
- 2.2 The supplier is required to confirm our order in writing within one week or to execute it without reservation by shipping the goods (acceptance).
- 2.3 Late acceptance shall be deemed a new offer and requires our acceptance.
- 2.4 Cost estimates are binding and not subject to remuneration, unless expressly agreed otherwise.
- 2.5 We may request reasonable changes to the construction and execution of the delivery item. The effects, in particular with regard to additional or reduced costs, as well as delivery dates, shall be regulated appropriately by mutual agreement.

3. Prices and terms of payment

- 3.1 The price stated in the order is binding. All prices include statutory sales tax, unless this is shown separately.
- 3.2 Unless otherwise agreed in individual cases, the price includes all services and ancillary services provided by the supplier (e.g., assembly, installation) as well as all ancillary costs (e.g., proper packaging, transport costs including any transport and liability insurance).
- 3.3 We shall not owe any interest on arrears. The statutory provisions shall apply in the event of default in payment.
- 3.4 We shall be entitled to set-off and retention rights and to the defense of non-performance of the contract to the extent permitted by law. In particular, we are entitled to withhold due payments as long as we still have claims against the supplier for incomplete or defective services.
- 3.5 The supplier shall only have a right of set-off or retention for legally established or undisputed counterclaims.
- 3.6 Unless otherwise agreed, we shall pay either within 14 days with a 2% discount or within 30 days without deduction from the due date of the payment claim and receipt of both the invoice and the goods or performance of the service. Payment is subject to invoice verification.
- 3.7 In the event of acceptance of premature deliveries, the due date shall be based on the agreed payment date, in case of doubt at the earliest after the agreed delivery date.

4. Delivery and deadlines, delay in delivery, contractual penalty

- 4.1 Agreed dates and deadlines are binding. The decisive factor for compliance with the delivery date or delivery period is the receipt of the goods at the place of use/place of performance specified or agreed by us. If delivery is not agreed to be “free at works” duty paid (DDP according to Incoterms in their current version), the supplier must make the goods available in good time, taking into account the usual time required for loading and shipping.
- 4.2 Partial deliveries and premature delivery are not permitted unless we have expressly agreed to them.
- 4.3 Unconditional acceptance of the delayed delivery or service does not constitute a waiver of our claims for compensation due to the delayed delivery or service; this shall apply until full payment of the remuneration owed by us for the delivery or service concerned.
- 4.4 If agreed deadlines are not met, the statutory provisions shall apply. If the supplier anticipates difficulties that could prevent delivery on time or in the agreed quality, the supplier must inform us immediately, stating the reasons. In addition, we shall be entitled to demand a contractual penalty of 0.5%, up to a maximum of 5%, of the total order value for each week or part thereof that the delivery date is exceeded. The contractual penalty shall be offset against claims for damages due to exceeding the delivery date.
- 4.5 If the supplier has undertaken installation or assembly, it shall bear all necessary ancillary costs, subject to any deviating provisions.
- 4.6 The supplier shall bear the risk until acceptance by us or our agent at the place to which the goods are to be delivered in accordance with the order.
- 4.7 The supplier guarantees a complete outgoing goods inspection to ensure zero-defect quality for delivery. Acceptance is subject to inspection for defects, in particular for correctness, completeness, and suitability. We are entitled to inspect the delivery item to the extent and as soon as this is appropriate in the ordinary course of business. We will immediately report any defects discovered. The supplier waives the objection of delayed notification of defects.
- 4.8 Unless otherwise proven, the quantities, weights, and dimensions determined by us during the incoming goods inspection shall be decisive.

- 4.9 We shall have the right to use the software, including its documentation, which is included in the scope of delivery of the product, with the agreed performance characteristics in accordance with the contractual use of the product. We may also make a backup copy without express agreement.
- 4.10 If necessary, the supplier shall set up a consignment warehouse at our request. In this case, the contracting parties shall conclude a separate agreement.

5. Confidentiality

- 5.1 All information made available by us (including the characteristics of the items, documents, or software provided, and other knowledge or experience) shall be kept confidential from third parties as long as and to the extent that it is not demonstrably public knowledge. It shall remain our exclusive property and shall only be made available within the supplier's business to persons who are necessarily involved in the delivery to us and who are also bound to secrecy. Without our prior written consent, such information may not be reproduced or used commercially, except for deliveries to us. At our request, all information originating from us (including copies and records) and items provided on loan must be returned to us immediately and in full or destroyed, accompanied by a corresponding written declaration.
- 5.2 We reserve all rights to such information (including copyrights and the right to register industrial property rights). Insofar as we have received such information from third parties, this reservation also applies in favor of these third parties.
- 5.3 Products manufactured according to documents designed by us, such as drawings, models, and the like, or according to our confidential information, or using our tools or replica tools, may not be used by the supplier itself or offered or delivered to third parties. This also applies to print orders.
- 5.4 The supplier shall impose corresponding obligations on its subcontractors.

6. Inventions, property rights

- 6.1 The supplier hereby grants us a free, transferable, and unlimited right of use to protectable inventions within the scope of the legal relationship between the supplier and us, in particular in the case of development services. The supplier shall ensure organizationally that it can fulfill its obligation to claim and transfer.

- 6.2 The supplier is aware that the products are used worldwide. It warrants that it has informed us of the use of published and unpublished, proprietary and licensed property rights and property right applications relating to the delivery item prior to the award of the contract.
- 6.3 If claims are made against us for infringement of a property right in accordance with paragraph 1 or paragraph 2, the supplier shall join the dispute and bear all costs.
- 6.4 In the event of an infringement of third-party rights, we shall be entitled to compensation from the supplier for the damage incurred, regardless of the supplier's fault. We shall be entitled to obtain permission for use by authorized parties at the supplier's expense.

7. Packaging, delivery note, invoice, origin of goods, AEO

- 7.1 Unless provided on loan, packaging shall be charged at the verifiable cost price and shown separately in the offer and invoice. At our request, the supplier shall take back the packaging at its own expense, unless otherwise agreed in individual cases.
- 7.2 A delivery note and a separate invoice must be issued to us for each shipment. Duplicates must be marked as such. They must contain the supplier number, date and number of the order or delivery call-off and purchase agreement, quantity and material number, number and date of the delivery note, gross and net weights listed individually, additional data of the purchaser (e.g., unloading point), and the agreed price/quantity units. Each delivery must be accompanied by a packing slip with a detailed list of contents, stating the order number. The sales tax identification number and tax number must be stated. Invoices must be sent electronically to rechnungsstelle@druschke.eu or in duplicate by post – the duplicate must be marked as such. The order number must be stated and all billing documents (parts lists, work records, measurements, etc.) must be enclosed.
- 7.3 If the invoice relates to several orders, the information specified in section 7.2 must be listed separately for each order. The invoice may only refer to the delivery note.
- 7.4 A supplier based in the EU must document the country of origin of the goods to us by means of a long-term supplier's declaration, and a supplier not based in the EU must do so by means of a proof of preference or certificate of origin. Any change in the country of origin of the goods must be notified to us immediately and without request. The supplier shall indemnify us against all costs incurred as a result of inaccurate, incomplete, or incorrect statements or documents of origin.

- 7.5 The supplier declares that it is itself an Authorized Economic Operator (AEO) or has established at least equivalent security standards in its company in accordance with Article 14k of the implementing provisions of Regulation (EC) No. 1875/2006.

8. Force majeure

Force majeure, labor disputes, operational disruptions through no fault of our own, unrest, official measures, and other unavoidable events entitle us—without prejudice to our other rights—to withdraw from the contract in whole or in part, insofar as they result in a significant reduction in our requirements and are not of insignificant duration.

9. Warranty, liability

- 9.1 Our rights in the event of material defects and defects of title in the goods (including incorrect and short deliveries as well as improper assembly/installation or defective instructions) and in the event of other breaches of duty by the supplier shall be governed by the statutory provisions and, exclusively in our favor, by the following additions and clarifications.
- 9.2 In accordance with statutory provisions, the supplier shall be liable in particular for ensuring that the goods have the agreed quality at the time of transfer of risk to us. In any case, the product descriptions that are the subject of the respective contract – in particular by designation or reference in our order – or that have been incorporated into the contract in the same way as these GTC shall be deemed to be an agreement on quality. It makes no difference whether the product description originates from us, the supplier, or the manufacturer.
- 9.3 In the case of goods with digital elements or other digital content, the supplier is responsible for providing and updating the digital content in any case to the extent that this results from a quality agreement in accordance with paragraph 2 or other product descriptions by the manufacturer or on its behalf, in particular on the Internet, in advertising, or on the product label.
- 9.4 We are not obliged to inspect the goods or make special inquiries about any defects upon conclusion of the contract. In partial deviation from Section 442 (1) sentence 2 BGB, we are therefore entitled to claims for defects without restriction even if the defect remained unknown to us at the time of conclusion of the contract as a result of gross negligence.
- 9.5 The statutory provisions (§§ 377, 381 HGB) apply to the commercial obligation to inspect and give notice of defects, with the following proviso: Our obligation to inspect is limited to defects

that are apparent during our incoming goods inspection upon external examination, including the delivery documents, for example, transport damage, incorrect or short delivery, or that are recognizable during our quality control in random sampling. If acceptance has been agreed, there is no obligation to inspect. In all other respects, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later remains unaffected. Notwithstanding our obligation to inspect, our complaint (notification of defects) shall in any case be deemed to have been made immediately and in good time if it is sent within five working days of discovery or, in the case of obvious defects, of delivery.

9.6 Subsequent performance also includes the removal of the defective goods and their reinstallation, provided that the goods were installed in or attached to another item in accordance with their nature and intended use before the defect became apparent; our statutory claim for reimbursement of corresponding expenses (removal and installation costs) remains unaffected. The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor, and material costs, as well as any removal and installation costs, shall be borne by the supplier even if it turns out that there was in fact no defect. Our liability for damages in the event of unjustified demands for the rectification of defects remains unaffected; however, in this respect we shall only be liable if we recognized or failed to recognize through gross negligence that there was no defect.

9.7 Notwithstanding our statutory rights and the provisions in paragraph 5, the following shall apply: If the supplier fails to fulfill its obligation to remedy the defect—at our discretion, either by repairing the defect (rectification), or by delivering a defect-free item (replacement delivery)—within a reasonable period set by us, we may remedy the defect ourselves and demand reimbursement from the supplier for the necessary expenses or a corresponding advance payment. If the subsequent performance by the supplier has failed or is unreasonable for us, for example due to particular urgency, endangerment of operational safety, or the threat of disproportionate damage, no deadline need be set; we shall inform the supplier of such circumstances immediately, if possible, in advance.

9.8 In all other respects, we shall be entitled to reduce the purchase price or withdraw from the contract in accordance with the statutory provisions in the event of a material defect or defect of

title. In addition, we shall be entitled to compensation for damages and reimbursement of expenses in accordance with the statutory provisions.

10. Supplier recourse

- 10.1 We are entitled to our statutory claims for expenses and recourse within a supply chain (supplier recourse pursuant to Sections 478, 445a, 445b and Sections 445c, 327 (5), 327u BGB) without restriction in addition to our claims for defects. In particular, we are entitled to demand from the supplier exactly the type of subsequent performance (repair or replacement delivery) that we owe our customer in the individual case; in the case of goods with digital elements or other digital content, this also applies with regard to the provision of necessary updates. Our statutory right of choice (Section 439 (1) BGB) is not restricted by this.
- 10.2 Before we acknowledge or fulfill a claim for defects asserted by our customer (including reimbursement of expenses pursuant to Sections 445a (1), 439 (2), (3), (6) sentence 2, 475 (4) BGB), we will notify the supplier and request a written statement, briefly explaining the facts of the case. If a substantiated statement is not provided within a reasonable period of time and no amicable solution is reached, the defect claim actually granted by us shall be deemed to be owed to our customer. In this case, the supplier shall be responsible for providing evidence to the contrary.
- 10.3 Our claims arising from supplier recourse shall also apply if the defective goods have been connected to another product or further processed in any other way by us, our customer, or a third party, e.g., through installation, attachment, or assembly.

11. Product liability

- 11.1 If claims are made against us on the basis of product liability, the supplier shall indemnify us if and to the extent that the damage was caused by a defect in the goods delivered by the supplier. In the case of fault-based liability, however, this shall only apply if the supplier is at fault. If the cause of the damage lies within the supplier's area of responsibility, the supplier shall bear the burden of proof in this respect. In such cases, the supplier shall bear all costs and expenses, including the costs of any legal action or recall campaign.

11.2 The supplier undertakes to take out business and product liability insurance, including product property damage and recall costs, with an insurer licensed in the EU. The sum insured must be up to EUR 2 million per claim for personal injury, property damage, product property damage, and recall costs.

12. Assignment of claims

12.1 Without prior written consent which may not be unreasonably withheld, the supplier may not assign its claims against us or have them collected by third parties.

12.2 We may withhold payments or declare offsetting on the basis of counterclaims.

13. Retention of title

13.1 A retention of title by the supplier requires an express separate agreement to be effective.

13.2 Orders must be stored separately by the supplier and marked as our property. This also applies to the provision of order-related materials. The processing and treatment of materials and supplies provided by us is carried out on our behalf. Goods manufactured on the basis of advance payments or materials provided by us remain our property or become our property. If the supplier acquires (co-)ownership through combination or mixing, it shall assign to us a co-ownership share corresponding to the value of the materials provided at the time of creation of ownership. The transfer of ownership shall be replaced in this respect by the supplier storing these items free of charge. We shall be entitled to verify the proper storage and labeling of the goods at any time.

13.3 The transfer of ownership of the goods to us must take place unconditionally and regardless of payment of the price. However, if, in individual cases, we accept an offer of transfer of ownership from the supplier on the condition of payment of the purchase price, the supplier's retention of title shall expire at the latest upon payment of the purchase price for the delivered goods. In the ordinary course of business, we remain authorized to resell the goods even before payment of the purchase price, with advance assignment of the resulting claim (alternatively, simple retention of title extended to resale applies). This excludes all other forms of retention of title, in particular extended retention of title, transferred retention of title, and retention of title extended to further processing.

13.4 Tools, devices, and models manufactured for contractual purposes and invoiced separately by the supplier are our property. They must be marked by the supplier as our property, stored carefully, protected against damage of any kind, and used only for the contractually agreed purposes. We must be notified in writing in good time of any signs of natural wear and tear. The supplier is obliged to return them in proper condition upon request. If a tool loan agreement is concluded, this shall apply in addition.

14. Quality and documentation

14.1 The supplier must comply with the state of the art in science and technology, safety regulations, and agreed technical data for its delivery. It must establish and demonstrate appropriate quality management.

14.2 The supplier must record in its quality records for all products when, how, and by whom their defect-free manufacture was ensured. This evidence must be kept for 15 years and presented to us on request. The supplier is entitled to shorten the retention period if it can rule out any danger to life and health when using the products. The supplier must impose the same obligations on its upstream suppliers to the extent permitted by law.

15. Safety and environmental protection

15.1 Packaging must be designed in such a way that it is easy to separate and recycle, mixed packaging is avoided, and materials from naturally renewable raw materials are used. Appropriate product and material information must be provided.

15.2 Persons who carry out work on our premises in fulfillment of the contract must observe the respective operating regulations. Liability for accidents that occur to these persons on the premises is excluded, unless they were caused by intentional or grossly negligent breach of duty by our legal representatives or vicarious agents.

15.3 If there is reason to believe that a delivery or service does not comply with applicable safety requirements or that the delivery or service poses a significant risk even when used as intended, we may demand individual proof of compliance with the provisions of equipment safety law. If the supplier is unable to provide this proof or cannot do so within a reasonable period of time, we shall be entitled to withdraw from the contract.

16. Final provisions

- 16.1 The exclusive place of jurisdiction for all legal disputes arising directly or indirectly from contractual relationships based on these Terms and Conditions of Purchase is Gelnhausen. We are also entitled to sue the supplier at the court of its registered office or branch office or the place of performance, at our discretion.
- 16.2 German law shall apply exclusively to the contractual relationships, to the exclusion of the provisions of Private International Law on Recourse and Onward Referral and the United Nations Convention on Contracts for the International Sale of Goods.
- 16.3 If one contracting party suspends payments or if insolvency proceedings are initiated against its assets or if judicial or extrajudicial settlement proceedings are applied for, the other party shall be entitled to withdraw from the contract for the unfulfilled part.