

General Terms and Conditions of Purchase of Variomeat GmbH

Article 1

Application

(1) All deliveries, services and offers of our Suppliers shall be made exclusively on the basis of these General Terms and Conditions of Purchase. They form an integral part of all contracts we conclude with our Suppliers for the deliveries or services they offer. They shall also apply to all future deliveries, services or offers to the Client, even if they have not been agreed to again separately.

(2) Terms and conditions of our Suppliers or third parties shall not apply, even if we do not separately object to their validity. Should we refer to a communication containing or referring to terms and conditions of the Supplier or a third party, this shall not constitute an agreement to the validity of those terms and conditions.

Article 2 Orders and commissions

(1) Unless our offers expressly contain a binding period, we shall be bound by them for one day after the date of the offer. An order is considered accepted in time upon receipt of the declaration of acceptance by us.

(2) We are entitled to change the time and place of delivery as well as the type of packaging at any time by giving written notice of at least 2 calendar days before the agreed delivery date. The same shall apply to changes in product specifications, insofar as these can be implemented within the framework of the Supplier's normal production process without significant additional effort. In such cases, the notification period pursuant to the preceding sentence shall be at least 5 calendar days. We shall reimburse the Supplier for any proven and reasonable additional costs incurred as a result of such a change. If such changes result in delays in delivery in the Supplier's normal production and business operations which cannot be avoided with reasonable efforts, the originally agreed delivery date shall be postponed accordingly. The Supplier shall notify us in writing of any carefully assessed additional costs or delays in delivery to be expected from him in good time before the delivery date, but at least within 1 working day after receipt of our notification pursuant to sentence 1.

(3) We are entitled to withdraw from the contract at any time by written declaration stating the reason if we are no longer able to use the ordered products in our business operations or are only able to use them at considerable expense, due to circumstances for which the Supplier is responsible and which occurred after the conclusion of the contract (such as, for example, lack of compliance with legal requirements) or if the financial circumstances of the Supplier deteriorate after the conclusion of the contract in such a way that delivery in accordance with the contract cannot be expected.

§ 3 Prices, terms of payment, invoice details

(1) The price stated in the order is binding.

(2) Unless otherwise agreed in writing, the price includes delivery and transport to the shipping address stated in the contract as well as packaging.

(3) In accordance with the agreement concluded, unless the price does not include packaging and the cost of the packaging – which is not only provided on loan

– is not expressly determined, this is to be charged at the proven cost price. At our request, the Supplier must take back the packaging at his own expense.

(4) Unless otherwise agreed, we shall pay the purchase price within 14 days of delivery of the goods and receipt of the invoice with a 2% discount or within 30 days net. The receipt of our transfer order by our bank shall be sufficient to attest the timeliness of the payment we owe.

(5) All order confirmations, delivery documents, and invoices must state our order number, the article number, delivery quantity and delivery address. If one or more of these details is missing and this delays our processing in the normal course of business, the payment deadlines specified in paragraph 4 shall be extended by the period of the delay.

(6) In the event of default in payment, we shall owe interest on arrears in the amount of five percentage points above the base interest rate pursuant to Article 247 of the German Civil Code (BGB).

Article 4 Delivery time and delivery, transfer of risk

(1) The delivery time (delivery date or period) specified by us in the order or otherwise, which is decisive according to these General Terms and Conditions of Purchase, shall be binding. Early deliveries are not permitted.

(2) The Supplier is obliged to inform us immediately in writing if circumstances occur or become apparent that prevent the delivery time being met.

(3) If the contract states a date on which the delivery must be made at the latest, the Supplier shall be in default upon expiry of this date, without this requiring a reminder on our part.

(4) In the event of a delay in delivery, we shall be entitled to the statutory claims without restriction, whereby we may only exercise a right of withdrawal or assert claims for damages in lieu of performance after the fruitless expiry of a reasonable grace period.

(5) In the event of delays in delivery, we are entitled, after prior written warning to the Supplier, to demand a contractual penalty in the amount of 0.5%, but no more than 5%, of the respective order value for each commenced week of delay in delivery. The contractual penalty shall be set off against the default damage to be compensated by the Supplier.

(6) The Supplier is not entitled to make partial deliveries without our prior written consent.

(7) Even if shipment has been agreed, the risk shall only pass to us when the goods are handed over to us at the agreed destination.

Article 5 Protection of ownership

(1) We reserve the ownership of or copyright to purchase orders and orders placed by us as well as drawings, illustrations, calculations, descriptions and other documents made available to the Supplier. The Supplier may neither make them accessible to third parties nor use or reproduce them himself or through third parties without our express consent. He shall return these documents to us in full at our request if they are no longer required by him in the ordinary course of business, or if negotiations do not lead to the conclusion of a contract. In this case, any copies made by the Supplier shall be destroyed.

The only exceptions to this are storage within the scope of statutory storage obligations and the storage of data for backup purposes within the scope of general data backup.

(2) Retentions of title by the Supplier shall only apply in relation to our payment obligation for the respective products to which the Supplier retains title. In particular, extended or prolonged reservations of title are not permitted.

Article 6 Warranty claims

(1) In the event of defects, we shall be entitled to the statutory claims without restriction. However, in derogation thereof, the warranty period shall be 30 months.

(2) Deviations in quality and quantity are deemed notified in good time if we notify the Supplier of them within seven working days of receipt of the goods by us. Hidden material defects are always deemed notified in good time if we notify the Supplier within seven working days of discovery.

(3) We do not waive warranty claims by acceptance or by approval of samples or specimens submitted.

(4) Upon receipt of our written notice of defects by the Supplier, the limitation period for warranty claims shall be suspended until the Supplier rejects our claims or declares the defect eliminated or otherwise refuses to continue negotiations on our claims. In the event of replacement delivery and rectification of defects, the warranty period for replaced and rectified parts shall start again, unless we have to assume from the Supplier's conduct that the Supplier did not consider itself obliged to take the measure, but only replaced the delivery or rectified the defects as a gesture of goodwill or for similar reasons.

Article 7 Product liability

(1) The Supplier shall be responsible for all claims asserted by third parties for personal injury or material damage attributable to a defective product supplied by him and shall be obliged to indemnify us against any liability resulting therefrom. If we are obliged to recall products from third parties due to a defect in a product delivered by the Supplier, the Supplier shall bear all costs associated with the product recall.

(2) The Supplier is obliged to maintain product liability insurance at his own expense with a coverage of at least 6,000,000EUR, which, unless otherwise agreed in individual cases, need not cover the risk of recall or criminal or similar damages. The Supplier shall send us a copy of this liability policy any time upon request.

Article 8 Confidentiality

(1) The Supplier is obliged to keep secret the terms and conditions of the order as well as all information and documents made available to him for this purpose (with the exception of publicly accessible information) for a period of two years after conclusion of the contract, and to use them only for the execution of the order. He will return them to us immediately upon request after settling enquiries or processing orders.

(2) The Supplier may not refer to this business relationship in advertising material, brochures, etc. without our prior written consent.

(3) The Supplier shall place his subcontractors under the same obligation in accordance with this Article 8.

Article 9 Cession

The Supplier is not entitled to assign his claims arising from the contractual relationship to third parties. This shall not apply in the event of monetary claims.

Article 10 Compliance with laws

(1) The Supplier shall be obliged to comply with the statutory provisions applicable to the contractual relationship in all matters related to it. This concerns in particular anti-corruption and money laundering laws as well as antitrust, labour and environmental protection regulations.

(2) The Supplier shall ensure that the products supplied by him comply with all relevant requirements for placing on the market in the European Union and the European Economic Area. Upon request, he shall provide us with evidence of conformity by submitting suitable documents.

(3) The Supplier shall use reasonable efforts to ensure compliance by his subcontractors with the obligations incumbent on the Supplier under this Article 10.

Article 11 Place of performance, place of jurisdiction, applicable law

(1) The place of performance for both parties and the exclusive place of jurisdiction for all disputes arising from the contractual relationship is Rietberg, Germany.

(2) The contracts concluded between ourselves and the Supplier shall be governed by the law of the Federal Republic of Germany to the exclusion of the Convention on Contracts for the International Sale of Goods (UN Sales Convention).

January 2022