

GENERAL TERMS AND CONDITIONS OF PURCHASE of PEZET Aktiengesellschaft for use vis-à-vis companies (as at 01.04.2022)

Unless otherwise agreed in writing, the following terms and conditions shall apply to our orders. Any other terms and conditions of the supplier shall only apply if they are expressly recognized by us; they shall not form part of the contract without express written recognition even if they are mentioned in the order acceptance. The same shall apply if we accept the ordered goods in whole or in part or make payments; the execution of the order by the supplier shall be deemed - even without written confirmation - as acceptance of our terms and conditions below. These terms and conditions shall also apply to all future transactions with the supplier.

§ 1 Offers

1. Offers must be submitted bindingly and free of charge.

§ 2 Offer and conclusion of contract

1. Orders and other declarations are only binding if they are issued or confirmed by us in text form.
2. The supplier must confirm our order in text form within 10 days. Any confirmation received after this period shall be deemed a new binding offer. Electronically provided data for the purpose of standard data backup.

§ 3 Prices

1. The prices are fixed prices, unless a price escalation clause or a price reservation has been expressly confirmed by us. An order may only be executed at prices higher than those quoted by us with our written consent.
2. If daily delivery prices have been agreed, the price valid on the day of receipt of the material shall apply.
3. The prices are free works D-72401 Haigerloch including packaging and freight costs. If otherwise agreed, we shall only bear the most favorable freight costs. All costs incurred up to handover to the carrier, including loading and all types of cartage, shall be borne by the supplier. We reserve the right to recognize excess or short deliveries.

§ 4 Invoice and payment

1. Invoices are not to be enclosed with the consignment, but are to be submitted separately for each order after delivery, showing the VAT and stating our order number and the order date. Invoices must be clearly labeled as „invoice“; otherwise no payment will be made.
2. Payments shall be made in the means of payment of our choice within 14 days with a 3% discount, by the 25th of the following month with a 2% discount or within 60 days net.
3. Payment periods shall generally commence on the day we receive the invoice, but not before the goods specified in the invoice have been received by us in accordance with the contract and free of defects or the services have been rendered.
4. We do not accept payment by cash on delivery.
5. Our payments are always made subject to correction in the event of subsequent complaints. In the event of a defect covered by warranty, we shall be entitled to refuse payment until the defect has been properly rectified.

§ 5 Assignment, offsetting

1. Without our prior written consent, which may not be unreasonably withheld, the supplier shall not be entitled to assign its claims against us or to have them collected by third parties. In the event of extended retention of title, our consent shall be deemed to have been given.
2. If the supplier assigns its monetary claim against us to a third party contrary to sentence 1 without our consent, the assignment shall nevertheless be effective. However, we may, at our discretion, make payment to the supplier or the third party with discharging effect.
3. The supplier shall only be entitled to offset claims recognize

§ 6 Delivery item, spare parts

1. Our order alone shall be decisive for the content, type and scope of the delivery and service. We are entitled to demand changes in the type of execution at any time, as well as corrections of obvious typing or calculation errors and other errors.
2. The drawings, descriptions, files etc. belonging to the order are binding for the supplier. However, he must check them for any discrepancies and notify us immediately in writing of any discovered or suspected errors. The supplier shall remain solely responsible for drawings, plans and calculations prepared by him, even if these are approved by us.
3. Insofar as no further requirements are specified in the order, the delivery items are to be delivered in customary commercial quality and, insofar as DIN, VDE, VDI or equivalent standards exist, in accordance with these. The delivery items shall be manufactured and equipped in such a way that they comply with the safety regulations and statutory standards applicable on the day of delivery, in particular the accident prevention regulations, and correspond to the findings of industrial science.
4. For complete fulfillment of the contract, the delivery item (as an essential component) must be accompanied by detailed documentation in accordance with the CE standard. If the country of origin of the delivery item is not Germany, a certificate of origin is required.
5. If a weight determination is required, the incoming weights determined by us shall apply. If it is not possible to weigh the goods at our premises, the net weights determined by the railroad company and documented on the consignment note or, in the case of delivery by truck, the net weights determined by a public scale shall apply.
6. For a period of 10 years after termination of the supply relationship, the supplier shall ensure that it can supply the delivery items and parts thereof as spare parts.

§ 7 Provision of materials, means of production

1. The items provided by us shall be processed and treated as intended on our behalf and shall remain our property at every stage of processing and treatment. In the event of processing with other items not belonging to us, we shall be entitled to co-ownership of the newly manufactured items in the ratio of the value of our provision to the sum of all items used in the manufacture, including the supplier's expenses for their processing. In this respect, the supplier shall also store the items for us free of charge. The same applies if our ownership is lost due to mixing or blending.
2. We must be informed immediately of any legal or actual impairment of items provided.
3. The supplier shall be liable for the loss of or damage to items provided. In the event of accidental loss of or accidental damage to items provided, he shall have no claim to reimbursement of his expenses for the handling or processing of these items.
4. Means of production, such as models, samples, tools, gauges, molds, devices, drawings, files and the like, which we provide to the supplier or which are manufactured by the supplier or by third parties for the supplier according to our specifications, may not be sold, pledged or otherwise passed on to third parties or used or copied in any way for third parties without our written consent. We reserve all rights to these means of production. The same shall apply to items manufactured with the aid of these means of production; they may only be supplied to us unless we agree in writing to their use for other purposes. After completion of the order, the means of production must be returned to us immediately in proper condition.
5. Tools, molds, devices, templates, drawings, files, models, samples, etc. provided or ordered by us shall remain our property or shall become our property upon acquisition or manufacture; the handover shall be replaced by the supplier storing the items for us. The items must be marked as our property, comprehensively maintained and repaired and adequately insured. § Section 690 BGB does not apply here.

6. With the ownership, we shall also be entitled to transfer the items to third parties for production. This applies in particular if the supplier experiences production difficulties. Should we request the supplier to surrender the items, the supplier must comply with our request without delay and without any right of retention. Notwithstanding this, we are prepared to retain possession of the items as long as the deliveries are made by the supplier in accordance with the order, in particular on time and at competitive prices.
7. If the supplier violates the provisions of paragraphs 3 and 4, we shall be entitled, without prejudice to further rights, to withdraw from the contract in whole or in part, to claim damages instead of performance or compensation for futile expenses.

§ 8 Withdrawal

1. We are entitled to withdraw from the contract in whole or in part without compensation if the supplier's creditworthiness or ability to deliver deteriorates to such an extent that, in our opinion, fulfillment of the contract is jeopardized, the supplier suspends payments or insolvency proceedings are initiated against its assets.
2. If, as a result of circumstances for which we are not responsible - in particular force majeure - the fulfillment of our contractual obligations becomes impossible or significantly more difficult, we may cancel the contract in whole or in part or demand performance at a later date without the supplier being entitled to any claims against us as a result.

§ 9 Delivery date

1. Agreed delivery dates or delivery periods are binding. Delivery periods begin on the day of order.
2. The day of delivery shall be the day on which the ordered delivery item and the shipping documents have arrived at the place of receipt specified by us or the service has been rendered there.
3. If it becomes apparent that the delivery date or the delivery period will be exceeded, the supplier must inform us immediately in writing of the reason and the expected duration.
4. Exceeding the delivery date or the delivery period shall trigger the statutory consequences of default, unless the delay is demonstrably due to force majeure in the supplier's sphere or labor disputes for which the supplier is not responsible. In this case, the supplier shall in particular be obliged to compensate the damage caused by the delay. The acceptance of late deliveries does not constitute a waiver of damages against the supplier.
5. If the delivery date or deadline is exceeded, we are entitled to withdraw from the contract after setting a reasonable deadline. In addition to withdrawing from the contract, we are entitled to demand compensation instead of performance or reimbursement of futile expenses, unless the supplier is not responsible for the delay.

§ 10 Packaging, dispatch, acceptance

1. Insofar as packaging of the delivery item is necessary or customary, the supplier shall provide sufficient and appropriate packaging at its own expense.
2. We shall only pay for packaging material in addition to the agreed price for the delivery if remuneration for this has been expressly agreed. We reserve the right to return valuable packaging material used for shipment to the supplier's address, charging back the full rental costs or the value of the packaging.
3. Shipment must be made to the place of receipt specified by us. Deliveries for which we have to bear freight costs in whole or in part shall be transported by the cheapest means of shipment and at the most favorable freight rates.
4. In the case of deliveries with assembly or installation, the risk shall pass to us upon acceptance, in the case of other deliveries upon arrival of the delivery item at the specified place of receipt. Until then, delivery and shipment shall be at the supplier's risk, unless we are in default of acceptance.
5. Costs for transportation or breakage insurance will only be covered by us after prior written agreement.
6. Dispatch notes must be submitted immediately upon dispatch of each individual delivery. A delivery bill must be enclosed with each consignment. Our order numbers must be stated in the shipping documents.

7. If we do not have proper shipping documents upon receipt of the delivery item or if our order numbers are not correctly stated in the shipping documents, all additional costs incurred as a result shall be borne by the supplier; in such cases we shall also be entitled to refuse acceptance of the delivery at the supplier's expense.
8. We may also refuse to accept the delivery item if an event of force majeure or other circumstances beyond our control, including labor disputes, make acceptance impossible or unreasonable for us. In such a case, the supplier shall store the delivery item at its own expense and risk.
9. In the cases of paragraphs 7 and 8, we shall not be in default of acceptance.
10. If deliveries not accepted by us or defective goods are returned, the return transport shall be at the supplier's risk. The equivalent value of the return shipment will be charged to the supplier.

§ 11 Defective delivery

1. The statutory provisions shall apply to our rights in the event of material defects and defects of title in the goods and in the event of other breaches of duty by the supplier, unless otherwise specified below.
2. In accordance with the statutory provisions, the supplier shall be liable in particular for ensuring that the goods have the agreed quality upon transfer of risk to us. In any case, those product descriptions which - in particular by designation or reference in our order - are the subject of the respective contract or have been included in the contract in the same way as these Terms and Conditions of Purchase shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from us or from the supplier.
3. Notwithstanding § 442 para. 1 sentence 2 BGB, we shall also be entitled to claims for defects without restriction if the defect remained unknown at the time of conclusion of the contract due to gross negligence.
4. The statutory provisions (Sections 377, 381 of the German Commercial Code (HGB)) shall apply to the commercial obligation to inspect and give notice of defects with the following proviso: Our obligation to inspect shall be limited to defects which are clearly recognizable during our incoming goods inspection under external examination including the delivery documents (e.g. transport damage, incorrect and short delivery). If acceptance has been agreed, there is no obligation to inspect. Furthermore, it depends on the extent to which an investigation is feasible in the ordinary course of business, taking into account the circumstances of the individual case.
5. The obligation to give notice of defects discovered later remains unaffected. In all cases, our complaint (notification of defects) shall be deemed to be immediate and timely if it is received by the supplier within 10 calendar days of our recognizing the defect.
6. The costs incurred by the Supplier for the purpose of inspection and rectification (including 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 requests to remedy defects shall remain unaffected; however, we shall only be liable in this respect if we recognized or were grossly negligent in not recognizing that there was no defect.
7. If the supplier does not fulfill its obligation to provide subsequent performance - at our discretion by remedying the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery) - within a reasonable period of time set by us, we may remedy the defect ourselves and demand compensation from the supplier for the necessary expenses or a corresponding advance payment. If subsequent performance by the supplier has failed or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline need be set; we shall inform the supplier of such circumstances without delay.
8. If the supplier fulfills its obligation to provide subsequent performance by making a replacement delivery, the limitation period for the goods delivered as a replacement shall begin to run anew after their delivery, unless the supplier has expressly and correctly reserved the right to make the replacement delivery only as a gesture of goodwill, to avoid disputes or in the interest of the continuation of the supply relationship.
9. Otherwise, we shall be entitled to reduce the purchase price or withdraw from the contract in the event of a material defect or defect of title in accordance with the statutory provisions. We are also entitled to compensation for damages and expenses in accordance with the statutory provisions.
10. In the event that we discover a defect in a product delivered by the supplier or a defect is discovered later due to a justified customer complaint and we have to take back and/or block the product for this reason, we are entitled to charge the supplier a processing fee of EUR 50. The processing fee shall not be offset against any claim for damages. The supplier is also obliged to reimburse us for the costs of the necessary reworking and other expenses.

§ 12 Supplier recourse

1. Our statutory rights of recourse within a supply chain (supplier recourse pursuant to Sections 478, 479 BGB) are available to us without restriction in addition to the claims for defects. In particular, we are entitled to demand exactly the type of subsequent performance (rectification or replacement delivery) from the supplier that we owe our customer in the individual case. Our statutory right of choice in accordance with § 439 Para. 1 BGB is not restricted by this.
2. Before we acknowledge or fulfill a claim for defects asserted by our customer (including reimbursement of expenses pursuant to §§ 478 para. 3, 439 para. 2 BGB), we shall notify the supplier and request a written statement with a brief description of the facts. If the statement is not made within a reasonable period of time and no amicable solution is reached, the claim for defects actually granted to us shall be deemed to be owed to our customer; in this case, the supplier shall be responsible for providing evidence to the contrary.
3. Our claims under paragraph 1 shall also apply if the goods have been further processed by us or by one of our customers prior to their sale to a consumer, e.g. by installation.

§ 13 Production tests, technical acceptance

1. We reserve the right to inspect the quality of the material used, dimensional and quantity accuracy and other quality of the manufactured parts as well as compliance with the other provisions of the order at the supplier's plant and its upstream suppliers during production and prior to delivery. The supplier shall grant us unrestricted access to the plant for this purpose.
2. If we have reserved the right to technical acceptance of the completed delivery item at the supplier's works by us or a third party commissioned by us, we or the commissioned third party must be notified in writing of readiness for acceptance 14 days before readiness for dispatch. The material acceptance costs shall be borne by the supplier.
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§ 14 Product liability and insurance obligation

1. In the event that claims are asserted against us on the basis of product liability, the supplier shall be obliged to indemnify us against such claims insofar as the damage was caused by a defect in the goods delivered by the supplier. In cases 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, he must prove that he is not at fault.
2. Within the scope of its indemnification obligation, the supplier shall assume all costs and expenses arising from or in connection with claims asserted by third parties, including recall actions carried out by us. Prior to a recall campaign, we will inform our suppliers and allow them to cooperate sufficiently; we will also discuss efficient implementation with them. This is not necessary if it is not possible to inform or involve the supplier due to particular urgency.
3. Further legal claims remain unaffected.
4. The supplier must always maintain sufficient product liability insurance at its own expense with cover for personal injury and property damage of at least EUR 5 million per case. Removal/installation costs and recalls must be covered by the insurance. Upon request, the supplier shall provide us with evidence of the conclusion and (continued) existence of the product liability insurance.

15 Property rights, confidentiality

1. The supplier warrants that the delivery and use of the ordered goods does not infringe any patents or industrial property rights of third parties. He shall indemnify us in full against any claims asserted by holders of industrial property rights upon first request and shall be obliged to provide us with all support in the defense against third-party claims and to bear the costs thereof. This also applies to deliveries from third parties to the supplier, which the supplier passes on to us.
2. Information provided for the purpose of implementing the contractual relationship between the contracting parties, such as drawings, samples, models, files of any kind, know-how, etc., shall not be provided to third parties or otherwise made accessible to them without the written consent of the other contracting party; any other use is also prohibited. The same applies to business and trade secrets that become known to the contractual partners in any way through their work for each other.

§ 16 Statute of limitations

1. Unless otherwise stipulated in the following provisions of this clause, claims shall become time-barred in accordance with the statutory provisions.
2. Notwithstanding § 438 Para. 1 No. 3 BGB, the general limitation period for claims for defects is 3 years from the transfer of risk. This 3-year limitation period shall also apply accordingly to claims arising from defects of title, whereby the statutory limitation period for third-party claims for restitution in rem (Section 438 (1) No. 1 BGB) shall remain unaffected; furthermore, claims arising from defects of title shall in no case become time-barred as long as the third party can still assert the right - in particular in the absence of a limitation period - against us.
3. The limitation periods of the law on sales, including the above extension, apply - to the extent permitted by law - to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) shall apply, unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.

§ 17 Compliance with standards

1. The supplier complies with the relevant statutory regulations on dealing with employees, environmental protection and occupational safety and works to avoid or at least reduce adverse effects on people and the environment in its activities. It observes the protection of international human rights, the prohibition of forced and child labor and ensures the elimination of discrimination in recruitment and employment, responsibility for health, safety and the environment and the prevention of corruption.
2. If the supplier has its registered office or production facility in the Federal Republic of Germany, it guarantees compliance with the applicable labor law regulations and the statutory minimum wage requirements. The same applies to any subcontractors used. The supplier undertakes to indemnify us against liability for the minimum wage if the claim is based on a breach of obligations incumbent on him or subcontractors commissioned by him under the MiLoG. This also includes associated costs, in particular for legal defense.
3. The Supplier undertakes to comply with the recognized rules of technology (in particular DIN standards, VDE regulations, VDI guidelines) and the statutory provisions on product safety (in particular the Product Safety Act), the internationally applicable minimum standards under labour law, in particular all conventions of the International Labour Organization („ILO“) with regard to employee rights, working hours and occupational health and safety, as well as all applicable statutory and official provisions.
4. The supplier assures that it complies with the requirements of the „Restriction of Hazardous Substances“ Directive (RoHS) 2011/65/EU including extension 2015/863/EU as amended. None of the substances listed in Annex II of the Directive may exceed the maximum concentration in the homogeneous material. If exemptions in accordance with Annex III or Annex IV are used, these exemptions must be communicated to us in text form. For all non-electrical or electronic products, the supplier guarantees that the limit values specified in the RoHS Directive will not be exceeded. Non-compliance with these limits must be reported to us in text form.
5. The supplier confirms to comply with the requirements of the EU Chemicals Regulation REACH 1907/2006/EU as amended. If products contain substances on the SVHC list (Candidate List of Substances of Very High Concern) that exceed the permissible mass concentration of 0.1%, the supplier is obliged to inform us of this immediately in text form, stating the name of the substance, the mass concentration and the CAS number. This notification obligation pursuant to Article 33 shall also apply to ongoing deliveries if substances not previously listed are added to this list. This also applies to substances contained in REACH Annexes XIV (substances subject to authorization) and XVII (restricted substances). The SVHC list can be viewed on the ECHA website at <https://echa.europa.eu/de/candidate-list-table>.
6. The Supplier shall develop standards and procedures that ensure, to the best of its knowledge and belief, that the conflict minerals used in the products it manufactures are not used directly or indirectly to finance or support armed groups that are guilty of serious human rights violations in crisis regions in accordance with Dodd-Frank Act §1502. The supplier shall exercise due care with regard to the origin and chain of custody of these minerals and shall disclose these due diligence measures to customers on request. If delivered products contain materials from conflict regions according to Dodd-Frank-Act §1502, the supplier is obliged to inform us immediately in text form. The Conflict Minerals Reporting Template (CMRT) must be used for communication along the entire supply chain. The current version of the template is available for download at <http://www.conflictreesourcing.org/conflict-minerals-reporting-template/>.
7. If the supplier supplies hazardous substances within the meaning of the Hazardous Substances Ordinance or products whose use does not rule out the release of such substances, the supplier must provide us with the data required to prepare the safety data sheet without being requested to do so.

8. In the event that the supplier breaches one of the aforementioned obligations, the supplier shall indemnify not only us but also our customers against all costs, third-party claims (in particular direct or indirect claims for damages) and other disadvantages (e.g. fines) due to the breach of the above provisions, unless the supplier is not responsible for this breach of duty. Furthermore, we are entitled to cancel the corresponding order immediately and to refuse to accept the corresponding delivery without the supplier incurring any costs as a result. Any existing claims for damages remain unaffected by this. Cancellation or refusal of acceptance shall not constitute a waiver of any claims for damages.

§ 18 General provisions

1. The law of the Federal Republic of Germany shall apply to all legal relationships arising from or in connection with our orders. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws is excluded.
2. The place of performance and jurisdiction is D-72401 Haigerloch. We are also entitled to sue the supplier at his general place of jurisdiction.
3. Should individual provisions of these terms and conditions or of the supply contract be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provisions shall be reinterpreted in such a way that the legal and economic purpose intended by them is achieved. The same applies if a contractual loophole requiring supplementation becomes apparent during the execution of the contract. The contracting parties undertake to supplement the invalid