

General Conditions of Purchase

All orders and closures of contract with TEGA are based exclusively on the following conditions, provided nothing different has been arranged in writing. The general conditions of purpose also apply as a framework agreement for future contracts of the same type with the suppliers, without the buyer having to refer to them in each individual case. Alternative supplier terms and conditions only apply if these have been explicitly recognised in writing by the buyer. These also then do not oblige the buyer without recognition, even if not explicitly objected to. This also applies in the case that the buyer accepts or makes payment for the ordered delivery/service in whole or in part.

1. Ordering

1.1 Orders and their amendments are only binding if they have been issued in writing or confirmed by the buyer. In unique cases, individual agreements made with the supplier (including ancillary agreements, additions and amendments) always take priority over these conditions. A written contract or the written confirmation of the buyer is decisive for the content of these kinds of agreement, subject to proof to the contrary. The supplier must confirm the order within a period of 14 days calculated from receipt of the order. The same applies for changes to an order. After this period has ended, the buyer is entitled to cancel the order or the changes without the supplier being able to derive any claims from this.

The buyer is entitled to request changes with regard to the properties, delivery or delivery time of the ordered object or ordered service at their costs up until the complete fulfilment of the order.

1.2 The supplier may only issue subcontracts with the agreement of the buyer.

2. Delivery appointments / delivery deadlines, transfer of risk

2.1 The agreed delivery appointments and deadlines are binding. Receipt of the delivered object by the buyer is decisive for the compliance with the delivery appointment or delivery deadline. If the delivery time is not stated in the order and has not been agreed elsewhere, this is 4 weeks from the closing of the contract.

2.2 If the supplier does not comply with the delivery appointment for circumstances for which they are responsible, or exceeds an agreed delivery deadline for the same reasons, the buyer is entitled to withdraw from the contract or demand compensation, at their own choice, without prejudice to any additional statutory claims. All additional costs arising from delayed deliveries or services (e.g. additional freight costs, retrofitting costs, additional expenses for covering purchases in the case of loss of interest in the delivery/service, etc.) and other damages must be met by the supplier. The unconditional acceptance of a delayed delivery or service does not constitute any waiver of claims for compensation arising from the delayed delivery or service on the part of the buyer; this applies until payment in full of the tariff due by the buyer for the delivery or service in question. In the event that the appointment is repeatedly exceeded, and that deliveries or services are repeatedly faulty, the buyer is entitled, without prejudice to any additional statutory claims, also with regard to deliveries or services which are not yet due or have not yet been rendered, to withdraw from successive delivery contracts or from other agreements in part or in whole. In the case of the occurrence of circumstances which prevent a timely delivery or service, the buyer must be informed of this without delay in advance by the supplier via telephone and then in writing, stating the reasons.

2.3 The risk of accidental loss and accidental deterioration of the item shall be transferred to the buyer at the agreed site of delivery.

3. Force majeure

Labour disputes, disturbances, regulatory actions and other unforeseeable, unavoidable and severe events and events beyond the control of the contract partners (generally "force majeure") will release the contract partners from the performance obligations for the duration of the disruption and to the extent of their effect. The contract partners are obliged to provide the required information about the respective event and the duration within the framework of what is reasonable without delay, and to adapt their obligations to the changed circumstances in good faith.

4. Delivery

The delivery must take place following the instructions of the buyer. The delivery is delivered free to the location stated in the order. If a location has not been determined and nothing else has been agreed, the delivery must take place at the headquarters of the buyer in Würzburg. Partial deliveries must be indicated as such in the delivery notes. Complete shipping documents (dispatch note, etc.) must be sent via post to the buyer, giving the complete order data, at the latest when the goods are dispatched. The accompanying papers for the goods (delivery notes, etc.) must be handed over with the goods, giving the complete order data. The costs arising from not observing the shipping requirements must be borne by the supplier.

5. Supplier declarations, customs, export control

5.1 The supplier makes available to the buyer upon request documents or origin, supplier declarations, statistical goods numbers or proofs of preferences as well as any further documents / data corresponding to the specifications of export trade.

5.2 Imported goods must be delivered duty-paid. The supplier undertakes to permit checks by customs authorities, to issue all necessary declarations and information and to produce all necessary official confirmations at their own costs.

5.3 The supplier is obligated to inform the buyer in detail and in writing about any approval obligations for (re-)exports in accordance with German, European and US-American export and customs regulations as well as export and customs regulations of the country of origin of the goods and services.

5.4 For deliveries and services originating from an EU country, the EU VAT ID number must be stated.

6. Packaging

The goods must be packaged according to the instructions of the buyer. The buyer reserves the right to dispose of packaging which does not comply with their instructions at the costs of the supplier, or to return this at the supplier's expense. Larger packaging listed in the invoice in a usable condition can be sent back by the buyer at the supplier's expense. The supplier shall be reimbursed with at least 2/3 of the calculated value.

7. Invoicing

Invoices are to be submitted separately from the ordered goods or service, stating the precise order date after the completed delivery, in accordance with the billing address provided in the order. Only when the invoices contain the order number of the buyer and thus can be read by a machine, the payment and/or discount periods may begin.

8. Payment, prices

8.1 Payment terms are negotiated, determined and confirmed with the supplier. Only perfect deliveries/services and invoices provided as ordered commit us to payment.

8.2 The agreed prices are fixed prices and exclude additional charges, unless something else has been explicitly agreed. These are binding for the entire contract duration and are subject to no alteration. The applicable VAT or comparable legal taxes must be added to the price, taking into account the legal requirements.

9. Secrecy, intellectual property rights

9.1 The supplier undertakes to treat all non-public commercial and technical information which becomes known to them because of the business relationship as trade secrets. The supplier also undertakes to commit any sub-suppliers to this clause accordingly.

9.2 All documents, drawings, sketches, calculations, files or similar provided to the supplier from the buyer during the tendering process or when carrying out the orders or issued from the supplier on behalf of the buyer are and shall remain the property of the buyer and shall not be used by the supplier for other purposes, reproduced or made accessible to third parties. The supplier undertakes to keep these documents secret. This secrecy obligation shall continue to apply after the end of the contract and only expires once and if the knowledge contained within the submitted documents has become generally known. The documents provided must be returned to the buyer upon their request, however at the latest with the completion of the order.

9.3 The buyer reserves the intellectual property rights to all drawings and documents passed over to the supplier.

9.4 The supplier may only use the business relationship for advertising purposes with the prior written agreement of the buyer.

10. Quality, audits and environmental protection

10.1 The supplier must comply with the recognised rules of technology, the safety requirements and the agreed technical data and specifications for their deliveries/services.

10.2 If the buyer or authorities request insight into the production process and the supplier's documents relating to the order so as to check specific requirements, the supplier declares that they are ready, upon the request of the buyer, to allow such an inspection or audit into their operations and to offer any reasonable support.

10.3 The supplier shall comply with the environmental protection regulations and shall observe legal energy, safety and disposal aspects, already at the stage of product manufacture.

11. Claims for defects

11.1 The delivery/service must be supplied/rendered in a way which complies with all specifications agreed affecting the delivery/service, official regulations, technical rules and guidelines in a fit-for-purpose and functional manner.

11.2 The buyer is entitled to their legal rights regarding defects. The buyer can optionally choose to demand that the supplier remove the defect or issue a replacement. If the supplier cannot carry this out or does not take this action immediately, the buyer can withdraw from the contract and return the object at the risk of the supplier. In the event of a delay of the supplier, the buyer is entitled to remove the defect themselves or to have this done so by a third party at the costs of the supplier.

11.3 Defects of the supplied object must be removed without delay by the supplier as chosen by the buyer by either removing the defect or by supplying a replacement object, and bearing all costs incurred, in particular material and labour costs, transport and route costs to the area of use of the supplied objects, as well as the costs of removal and reinstallation, if applicable.

11.4 If no deviating written agreement has been made, the claims for defects expire after 24 months after the initial operation of the supplied object, however at the latest 36 months after receipt of the

delivery by the buyer.

11.5 Notices of defects are deemed to be raised in time if outwardly apparent defects are indicated within 2 weeks of receipt of the delivery/service, other defects within 2 weeks after these have been discovered by the buyer or the buyer has been informed of this by a third party.

11.6 In the event of legal deficiencies, the supplier releases the buyer from any existing claims of third parties unless the supplier is not responsible for the legal deficiency.

12. Right of renunciation

If insolvency proceedings are opened for the assets owned by a contract partner or an extra-judicial settlement is applied for, the other party is entitled to withdraw from that part of the contract which has not been fulfilled.

13. Product liability

13.1 For the event that the buyer is tasked by a customer or third party due to product liability, the supplier is obligated to release the buyer from such claims if and to the extent that the damage was caused by a defect of the product supplied by the supplier. In such cases, the supplier bears all costs and expenses, including the costs of prosecution or a product recall. The content and scope of such a product recall is agreed between the buyer and the supplier, if possible and reasonable, and shall be settled amicably and reasonably. Otherwise, the legal regulations apply.

13.2 The supplier undertakes to take out and maintain product liability insurance with a fixed cover sum of at least € 10,000,000 per case of personal/property damage, and to prove this upon the request of the buyer; if the buyer has further damage compensation claims, these remain unaffected.

14. Third-party property rights

The supplier shall work to ensure that no rights of third parties are violated in connection with their delivery or service. If any claims are asserted against the buyer in this regard, the supplier is obligated to release the buyer from these claims at the first written demand. The release obligation of the supplier relates to all expenses which must then arise from or in connection with the assertion to the buyer by a third party.

15. Provision

All materials, parts, tools and containers provided by the buyer remain the property of the buyer and may only be used as intended. The processing, use and mixing of materials as well as the assembly of parts must be carried out for the buyer. The buyer is joint owner of the products created using their materials and parts, relative to the value of the provision to the value of the overall product.

16. Documents

All documents, drawings, sketches, calculations, files or similar provided to the supplier from the buyer during the tendering process or when carrying out the orders or issued from the supplier on behalf of the buyer are the property of the buyer and shall not be used by the supplier for other purposes, reproduced or made accessible to third parties. They must be returned to the buyer upon their request, at the latest with the completion of the order. The buyer reserves the intellectual property rights to all drawings and documents passed over to the supplier.

17. Compliance

The supplier undertakes to comply with the provisions of the "DCC plc code of conduct". A copy of the code has been given to the supplier. The code can also be called up and viewed online at "<https://www.tega.de/de/unternehmen/verhaltenskodex/>".

To prove compliance with the provisions of the "DCC plc code of conduct", the supplier shall make available the corresponding data upon the request of the buyer or carry out their own audit.

If the buyer has a justified suspicion that the supplier is violating the provisions of the "DCC plc code of conduct" severely, the buyer or one of their contracted third parties can carry out audits in the business premises of the supplier to check compliance with the provisions of the "DCC plc code of conduct".

The buyer shall make all reasonable efforts to ensure that the audits are carried out taking into consideration the applicable data protection and other regulations in such a manner that they neither lead to serious faults of operations nor violate supplier confidentiality agreements with third parties. The supplier undertakes to cooperate to a reasonable extent in the execution of audits. Each party bears the costs incurred in carrying out audits themselves.

If the supplier is violating the provisions of the "DCC plc code of conduct" to a severe extent, and does not remedy this in spite of demands from the buyer, the buyer can also, in addition to other rights due to the buyer, cancel the contract and any order without notice or withdraw from the contract. A serious violation can be, but is not limited to, forced labour or child labour, corruption and bribery.

18. Contract penalty for the restriction of competition

If the supplier has made an informal agreement on the awarding of the contract, which represents an impermissible restriction of competition, he must pay 15 % of the price of all relevant

deliveries/services to the buyer. We expressly allow the buyer to produce evidence that the buyer has incurred absolutely no damage or a significantly lower level of damage. Other claims of the buyer for compensation for the damage resulting from the contract penalty remain unaffected. This also applies if the contract is terminated or has already been fulfilled. Other contractual or legal claims remain unaffected.

19. Place of fulfilment

For all deliveries/services from the order, the address of the goods/service recipient is the place of fulfilment, and for all payments, Würzburg is the place of fulfilment.

20. Severability clause

If individual provisions of these general conditions of purchase are or should become invalid, the validity of the remaining provisions remains unaffected.

21. Transfer

The supply contract entered into with the supplier may not be transferred to third parties without the written agreement of the buyer.

22. Applicable law and jurisdiction

22.1 The law of the Federal Republic of Germany applies to the supply contract and its execution. The application of the uniform law on the international sale of moveable goods and on the conclusion of international sales contracts for moveable goods is excluded.

22.2 The place of jurisdiction for all legal disputes is Würzburg. However, the buyer is also entitled to call up the court responsible for the domicile of the supplier. This does not apply if an exclusive place of jurisdiction is given.