

General Purchasing Conditions (GPC) of J. Christof Anlagenbau GmbH for the purchase of goods and procurement of services in commercial business transactions

(As of: January 2025)

Section 1 Scope, form

(1) These General Purchasing Conditions (GPC) apply to all business relationships with our business partners, as Vendors and Service Providers ("Suppliers"), for the purchase of goods and procurement of services, unless explicitly agreed to the contrary. The GPC shall only apply if the Supplier is a contractor (Section 14 BGB (German Civil Code)), a legal entity under public law or a special fund under public law.

(2) The GPC apply in particular to contracts for the sale and/or delivery of movable property ("Goods"), regardless of whether the Supplier manufactures the goods itself or buys them from suppliers (Sections 433, 650 BGB (German Civil Code)). Unless agreed to the contrary, the latest version of the GPC, as communicated to the Supplier in writing at the time of our order, shall apply as the framework agreement, including for similar future contracts, without any need to make further reference hereto in each individual case.

(3) These GPC apply exclusively. Any differing, conflicting or supplementary General Purchasing Conditions of the Supplier shall only become part of the contract if and when we have explicitly agreed to their validity in writing. This consent requirement is applicable in each case, for example even if the Supplier refers to its General Terms and Conditions (GTC) in the course of order confirmation and we do not explicitly object thereto.

(4) Individual arrangements (e.g. framework supplier agreements, quality assurance agreements) and data included in our order shall take precedence over the GPC. In case of any doubt, commercial 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.

(5) Legal declarations and notices of the Supplier relevant to the contract (e.g. deadline setting, reminders, withdrawal) shall be submitted in writing. Pursuant to these GPC, the phrase 'in writing' includes written and text form (in particular email). Formal legal requirements and further documentation, in particular in case of any doubt regarding the legitimacy of the declarant, shall be unaffected.

(6) References to the validity of statutory provisions are for clarification only. Therefore, even without such clarification, the statutory provisions shall apply, unless directly amended or explicitly excluded in these GPC.

Section 2 Contract conclusion

(1) Our order shall be deemed binding at the earliest upon written placement or confirmation. The Supplier shall advise us of any obvious errors (e.g. typing and calculation errors) and any incomplete parts of the order, including order documentation, for the purpose of correction or completion prior to acceptance; otherwise the contract shall be deemed not to have been concluded.

(2) The Supplier is required to confirm our order in writing within 5 working days, or to carry it out unconditionally, in particular by shipping goods or performing services (acceptance).

(3) Delayed acceptance shall be deemed a new offer and requires our acceptance.

(4) Amendments and/or supplements to the contract must always be made in writing. All correspondence shall be conducted in German or English. The shipping documents, delivery notes, invoices and all associated documents shall also be drafted in German or English.

Section 3 Delivery deadlines and delays

(1) The delivery deadline as specified by us in the order is binding. The Supplier is obliged to notify us immediately in writing if it is likely that it will not be able to meet the delivery deadline for any reasons whatsoever.

(2) If the Supplier fails to perform its service, or to do so within the agreed delivery deadline, or is delayed in doing so, our rights – in particular to withdrawal and compensation – shall be defined on the basis of statutory provisions. The provisions of paragraph (3) shall remain unaffected.

(3) If the Supplier is in default – in addition to further statutory rights – we may demand flat-rate compensation for damage caused by delay at a rate of 1% of the net price per completed calendar week, but in total no more than 5% of the net price of the goods that have been delivered late or the service that has been performed late. We reserve the right to prove that a higher level of damage has occurred. The Supplier reserves the right to prove that no damage or only a significantly lower level of damage has occurred.

Section 4 Performance, delivery, transfer of risk, default of acceptance

(1) Without our prior written consent, the Supplier is not entitled to arrange for the service for which it is liable to be performed by third parties (e.g. subcontractors). The Supplier assumes the risk of procurement for its services, unless agreed to the contrary in the individual case (e.g. limitation to stocks).

(2) Services are delivered and performed within Germany at no extra charge to the location specified in the order. If the destination is not specified and unless agreed to the contrary, the Supplier shall immediately clarify the location for delivery or service performance with us. The relevant destination is also the place of performance for delivery and any supplementary performance (fulfilment obligation).

(3) A delivery note shall be attached to the shipment, indicating the date (issuance and dispatch), content of shipment (item number and quantity) and our order ID (date and number). If the delivery note is missing or incomplete, we shall not be responsible for any resultant delays in processing and payment. A corresponding dispatch note with the same content shall be forwarded to us separately from the delivery note.

(4) Goods delivered and services performed before the due date and partial performance shall only be permitted pursuant to prior written consent, and shall not establish any early claim to payments.

(5) The risk of accidental loss and accidental deterioration of goods transfers to our company upon delivery at the place of performance. If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall apply accordingly in the event of acceptance. This is equivalent to handover or acceptance taking place if we are in default of acceptance.

(6) The statutory provisions apply to the occurrence of our default of acceptance. The Supplier shall also explicitly offer to perform services on our behalf even if a specific or definable calendar time is agreed for an activity or our participation (e.g. provision of materials). If we are delayed in acceptance, the Supplier may demand compensation for additional expenditure pursuant to statutory provisions (Section 304 BGB (German Civil Code)). If the contract concerns an unreasonable item to be manufactured by the Supplier (individual production), the Supplier shall only be entitled to any further rights if we have undertaken to cooperate and are responsible for failing to cooperate.

(7) The Supplier hereby undertakes to deliver goods with continual consideration for relevant environmental regulations and standards, and in accordance with the state of the art. Furthermore, the Supplier shall ensure environmentally friendly shipment of goods (as far as commercially reasonable) pursuant to environmental and waste legislation. This includes the selection of environmentally friendly and recyclable input materials, low-emission, low-pollutant and energy-saving and resource-saving solutions. The Supplier is obliged to ensure that the waste management concept is up to date and to submit the relevant certifications upon request. If the Supplier is certified based on ISO14001, it must notify us of any relevant procedures and claims with regard to environmental management upon request.

Section 5 Prices and payment terms

(1) The price specified in the order is binding. All prices are inclusive of statutory VAT, unless this is shown separately.

(2) Unless agreed otherwise in individual cases, the price includes all the Supplier's services and ancillary services (e.g. installation and assembly), as well as all additional costs (e.g. proper packaging,

transport costs including any transport and liability insurance, as well as costs and fees for customs clearance).

(3) The Supplier's invoices shall be submitted to us electronically, in accordance with statutory requirements, along with all documents necessary for identification, such as order number, item number/quantity, etc. The Supplier is responsible for all consequences arising due to non-compliance with this obligation, unless it can prove that it is not responsible for them. Suppliers from an EU country shall also specify the delivery address on all invoices, in addition to the legally required details for tax exemption.

(4) The agreed price is due for payment within 30 calendar days of full delivery and service performance (including any agreed acceptance), as well as receipt of a correct invoice. If we make payment within 14 calendar days, the Supplier shall grant us a 3% discount on the net amount of the invoice. In case of bank transfer, payment shall be deemed to have been made on time if our transfer order is received by our bank prior to expiry of the payment deadline; we are not responsible for delays by banks involved in the payment process.

(4) We are not liable for any interest on arrears. The statutory provisions apply to default of payment.

(5) We are entitled to offset and retention rights, as well as the defence of non-performance of the contract to the extent permitted by law. In particular we are entitled to withhold due payments for as long as we are still entitled to bring claims against the Supplier from incomplete or defective performance.

(6) The Supplier only has a right of offset or retention by virtue of legally established or undisputed counterclaims.

Section 6 Confidentiality and retention of title

(1) We hereby reserve property rights and copyrights for diagrams, plans, drawings, calculations, instructions, product descriptions and other documents. Such documents shall only be used for contractual performance and must be returned to us following execution of the contract. The documents shall be kept confidential from third parties, including following termination of the contract. The confidentiality obligation ceases only when and to the extent that the knowledge contained in the provided documents becomes public. Specific non-disclosure agreements and legislation on the protection of secrets remain unaffected.

(2) The above provision applies accordingly to substances and materials (e.g. software, finished and semi-finished products) and to tools, templates, samples and other objects that we provide to the Supplier in order to carry out manufacturing or perform services. Such items – unless they are processed – shall be stored separately, at the Supplier's expense, and insured to a reasonable extent against loss and destruction.

(3) Any processing, mixing or combination (further processing) of objects provided by the Supplier shall be carried out on our behalf. The same applies if we process the delivered goods, such that we are considered the manufacturer and acquire ownership of the product at the latest upon further processing in accordance with the statutory provisions.

(4) Transfer of ownership of the goods to us shall be carried out unconditionally and regardless of payment of the price. However, if we accept the Supplier's offer to transfer ownership in individual cases, conditional on 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. We remain authorised, in the ordinary course of business and even prior to payment of the purchase price, to resell goods subject to advance assignment of the resultant claim (alternatively, the simple retention of title extended to the resale

shall apply). 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.

Section 7 Defective delivery in case of purchase

(1) Our rights in case of material defects and defects of title for goods sold to us (including incorrect and short deliveries and improper assembly/installation or defective instructions) and in the event of other breaches of obligations by the Supplier shall be governed by the statutory provisions and, exclusively in our favour, the following additions and clarifications.

(2) Pursuant to the statutory provisions, the Supplier is liable in particular for ensuring that the goods are in the agreed condition at the time of transfer of risk to us. Those product descriptions that form the subject of the relevant contract – in particular by designation or reference in our order – or have been included in the contract in the same way as these GPC shall be deemed to constitute an agreement on the condition of the goods. In this respect, it is immaterial whether the product description comes from us, the Supplier or the manufacturer.

(3) With regard to goods with digital elements or other digital contents, the Supplier shall be liable for the provision and updating of digital contents in each case to the extent that this results from an agreed condition or quality pursuant to paragraph (2), or other product descriptions of the manufacturer, or on its behalf, in particular on the Internet, in advertising, or on the product label.

(4) We are not obliged to inspect the goods or make specific queries about any defects upon conclusion of the contract. In partial deviation from Section 442(1) subsection 2 BGB (German Civil Code), we are therefore entitled, without restriction, to claims for defects even if we were unaware of the defect upon contract conclusion due to gross negligence.

(5) The statutory provisions (Sections 377, 381 HGB (German Commercial Code) shall apply to the commercial inspection and notification obligation, with the following proviso: our inspection obligation is limited to defects that come to light during our incoming goods inspection through an external examination, including shipping documents (e.g. transport damage, incorrect and short delivery), or which can be identified at Quality Control through random sampling. If acceptance has been agreed, there is no obligation to inspect the goods. In other respects, the decisive factor is the extent to which an inspection is feasible in the ordinary course of business, taking into consideration the circumstances of the individual case. Our obligation to report defects discovered at a later date remains unaffected. Regardless of our obligation to inspect the goods, our complaint (notice of defects) shall be deemed immediate and timely if sent within 2 (two) working days of discovery and, in the event of obvious defects, of delivery.

(6) Subsequent performance includes the removal of defective goods and renewed installation if the goods have been installed into another item based on their type and intended use, or have been fitted to another item before the defect became apparent; our statutory claim to compensation of appropriate expenditure (dismantling and installation costs) remains unaffected. The Supplier shall be liable for necessary expenditure for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs, as well as any dismantling and installation costs, even if it transpires that there was in fact no defect. Our liability for damages in case of an unjustified request to rectify defects remains unaffected; in this respect, however, we shall only be liable to the extent that we recognised, or failed to recognise through gross negligence, that no defect existed.

(7) Notwithstanding our statutory rights and the provisions in paragraph (5), the following shall apply: if the Supplier fails to meet its obligation of subsequent within a reasonable deadline set by us, we may remedy the defect ourselves – at our discretion by remedying the defect (repair) or by delivering a defect-free item (replacement delivery) – and demand reimbursement of the necessary expenses or an appropriate advance payment from the Supplier. If subsequent performance by the Supplier fails or is unacceptable to us (e.g. due to special urgency, risk to operational safety or imminent threat of disproportionate damage), no deadline is required; we shall notify the Supplier of any such circumstances without delay or even in advance, if possible.

(8) In all other respects, we are entitled to reduce the purchase price or withdraw from the contract in the event of material defects or defects of title in accordance with the statutory provisions. In addition, we are entitled to compensation for damage and reimbursement of expenses in accordance with the statutory provisions.

(9) The Supplier hereby undertakes to ensure that the use of its delivered goods and services do not infringe the rights of third parties (trademarks, samples, patents, territorial protection, etc.) or existing national or international governmental boycott clauses, sanctions lists, embargoes, etc. as applicable in the territory of the Federal Republic of Germany. The Supplier shall notify us immediately of any breach of third-party rights or other restrictions mentioned above that becomes apparent at a later date. In the event of such impairments or legal infringements arising due to circumstances for which the Supplier is responsible, the Supplier hereby undertakes to indemnify us against third-party claims and any penalties, including any and all damages and costs.

Section 8 Supplier recourse

(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 (German Civil Code)) without limitation, in addition to our claims for defects. In particular, we are entitled to demand from the Supplier exactly the type of subsequent (repair or replacement) that we owe to our customers in the individual case; in case of goods with digital elements or other digital contents, this shall also apply with regard to the provision of necessary updates. This shall not affect our statutory rights (Section 439(1) BGB (German Civil Code)).

(2) Before we acknowledge or fulfil a claim for defects asserted by our customer (including reimbursement of expenses pursuant to Sections 445a (1), 439(2), (3), (6) subsection 2, 475(4) BGB (German Civil Code)), we shall notify the Supplier and ask for a written statement, briefly explaining the facts. If the Supplier fails to provide a substantiated statement within a reasonable period of time and no amicable solution is found, the claim for defects actually granted by us shall be deemed owed to our customer. In this case the Supplier is obliged to provide proof to the contrary.

(3) Our claims under supplier recourse shall also apply if and when the defective goods were associated with another product, or have otherwise been further processed by us, our customers or a third party, e.g. through assembly, fitting or installation.

Section 9 Liability of the Supplier, manufacturer's liability

(1) The Supplier is liable to us for any breaches of obligations under the statutory provisions, in particular for intent and negligence, to the extent required by law.

(2) If the Supplier is responsible for product damage, it shall indemnify us against third-party claims to the extent the cause lies within its control and organisation and that it is itself liable in relation to third parties.

(3) Within the framework of its indemnification obligation, the Supplier shall reimburse expenses, pursuant to Sections 683, 670 BGB (German Civil Code), resulting from or relating to a third-party claim, including recall campaigns carried out by us. We will notify the Supplier of the content and scope of recall campaigns – where possible and reasonable – and provide it with the opportunity to respond. All further statutory claims shall remain unaffected.

Section 10 Statute of limitations

(1) The mutual claims of the contractual parties become statute-barred in accordance with the statutory provisions, unless otherwise specified below.

(2) In the event of purchase, at variance from Section 438(1) subsection 3 BGB (German Civil Code), the general limitation period for claims for defects is 3 years from the transfer of risk. If acceptance is agreed, the limitation period begins upon acceptance. The 3-year limitation period also applies accordingly to claims from

defects of title, whereby the statutory limitation period remains unaffected for material claims for surrender brought by third parties (Section 438(1) subsection 1 BGB (German Civil Code)); moreover,

claims arising from defects of title do not become statute-barred at all, as long as the third party can assert the right against us, in particular due to the absence of a limitation period.

(3) The limitation periods under sales law, including the extension set out above, shall apply – to the extent permitted by law – to all contractual claims for defects. If we are entitled to non-contractual claims for compensation due to a defect, the regular statutory limitation period shall apply (Sections 195, 199 BGB (German Civil Code)), unless the application of the statutory limitation periods under sales law leads to a longer limitation period in the individual case.

Section 11. Code of Conduct

The Supplier has taken note of the Code of Conduct of the J. Christof Group, which can be downloaded at [Vision - J. Christof](#), to which we have committed ourselves, and shall observe this Code in performing its services and delivering goods. We hereby reserve the right to terminate the business relationship or the contract in the event of a significant breach of the provisions set out in the Code of Conduct. The Supplier shall indemnify and hold us harmless in the event of any breach of the Code of Conduct.

Section 12 Choice of law and court of jurisdiction

(1) The law of the Federal Republic of Germany applies to these GPC and to the contractual relationship between us and the Supplier, under exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

(2) If the Supplier is a merchant as defined in the Commercial Code, a legal entity under public law or a special fund under public law, the exclusive – and international – court of jurisdiction for any disputes arising under the contractual relationship is our registered office in Alzenau; the same applies if the Supplier is a contractor pursuant to Section 14 BGB (German Civil Code). However, in all cases we are also entitled to take legal action at the place of performance of the delivery pursuant to these GPC or a preferential individual agreement, or at the general court of the Supplier's place of jurisdiction. Overriding statutory provisions, in particular on exclusive powers, remain unaffected.

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