



General Purchasing Conditions (GPC)

1. Scope

1.1 We conclude contracts with entrepreneurs (§§ 310 para. 1, 14 BGB), legal entities under public law and special funds under public law for deliveries and services purchased from us only under these General Terms and Conditions (AEB). These General Terms and Conditions apply in particular to contracts for the purchase and/or delivery of movable items ("goods"), regardless of whether the seller produces the goods himself or buys them from suppliers (§§ 433, 650 BGB).

1.2 Our General Terms and Conditions also apply to all future contracts in the ongoing business relationship with our suppliers. The supplier can access and download our General Terms and Conditions at any time on the Internet at www.cgtek.de. If requested, we can also send them to you free of charge at any time. We send the General Terms and Conditions to foreign suppliers at the latest with our order and every order confirmation in the contract language.

1.3 Any business or sales conditions of the supplier are hereby contradicted. Any terms and conditions of the supplier that conflict with, deviate from, supplement or unilaterally use our General Terms and Conditions, even if they are included in an offer or an order confirmation from the supplier, do not apply. This also applies if we do not expressly object to them or accept deliveries or services without reservation; unless we have expressly agreed to such conditions in writing in individual cases.

2. Conclusion of contract

2.1 If the delivery or service is preceded by our order, the contract comes into effect Order confirmation from the supplier. If we accept a delivery or service without our order having been previously confirmed by the supplier, the contract is only concluded upon our order confirmation or further processing of the delivery or service. If the supplier's offer is "non-binding", the supplier can accept it until we send it Order confirmation can be freely revoked. If the supplier reserves the right to prior sale in his offer confirmed by us, he is entitled to sell the goods elsewhere until we receive our order confirmation.

2.2 Our order or order confirmation is decisive for the scope and content of the contract.

2.3 The supplier is bound to his offer for at least 4 weeks from receipt by us.

2.4 The supplier is obliged to confirm our order within a period of 3 working days or to carry it out without reservation by sending the delivery item or providing the service, otherwise we are entitled to cancel.

2.5 The preparation of offers and development of projects by the supplier is non-binding and free of charge for us.

3. Prices, payments, due dates, discounts, prohibition of assignment, import VAT, withholding tax

3.1 The price stated in our order is binding. This price is "free domicile" including all ancillary services from the supplier (e.g. assembly or installation) and includes packaging, freight, postage, value protection and transport and liability insurance. In addition, there is the respective statutory sales tax. For agreed international deliveries, the supplier takes over customs clearance.

3.2 Invoices from the supplier must be verifiable, comply with the requirements of Section 14 UStG, contain our order number and the delivery note number and be drawn up in the order in which the order was placed, stating the description of the goods, price and quantity. Appropriate proof of performance must be enclosed.

3.3 Price increases after ordering until delivery or service provision are excluded. If the supplier reduces its prices or improves other conditions in the period between the order and delivery or provision of the service, these reduced prices or improved conditions apply to our order.

3.4 The start of payment and discount periods requires receipt of the invoice and complete provision of the delivery or service.

3.5 The agreed price is due for payment within 30 calendar days of complete delivery and service (including any agreed acceptance) and receipt of a proper invoice.

3.6 If we make payment within 14 calendar days of the date specified in Section 3.3. at the specified time, the supplier grants us a 2% discount on the net amount of the invoice.

3.7 The receipt of our payment is essential for the timeliness of our payment and compliance with a discount period

Transfer order at our bank is sufficient if there are sufficient funds in the account.

3.8 If a payment is made in another currency based on a special written agreement, the relevant exchange rate is the EURO reference rate of the European Central Bank at the time the payment is due.



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3.9 We do not owe any interest on due dates. Interest on arrears is limited to 3% points above the respective base interest rate, unless the supplier proves to us that the interest loss is higher. The assertion of any additional damages caused by default remains unaffected.

3.10 We are entitled to offsetting and retention rights as well as the defense of non-fulfillment of the contract to the extent permitted by law.

3.11 The supplier can only set off against our claims if his counterclaim is undisputed, recognized by us or has been legally established or is ready for decision, or his claim originates from the same contractual relationship from which we derive our claim. The same applies to asserting a right to refuse performance or a right of retention. The supplier can only assert a right to refuse performance or a right of retention if we have not provided adequate security despite the supplier's written request.

3.12 The supplier is not entitled to assign or pledge its claims against us without our written consent, which may not be unreasonably withheld. § 354a HGB remains unaffected.

3.13 If a foreign supplier provides deliveries or services that are subject to sales tax in Germany, the tax liability is transferred to us (§ 13 b UStG). The supplier may not show German sales tax in invoices for such deliveries and services. If the supplier brings items from a third country to Germany when providing such deliveries and services and import sales tax arises, this will be borne by the supplier.

3.14 We are entitled to withhold any applicable withholding taxes/withholding taxes from the price to be paid and to pay them to the tax authorities on behalf of the supplier if the supplier does not provide us with a valid exemption certificate.

4. Delivery, delivery times, delay in delivery, flat-rate damages caused by delay, transfer of risk, contractual penalties, spare parts

4.1 The supplier is not entitled to have the delivery or service owed by him provided by third parties without our prior written consent, which we may not unreasonably withhold. Partial deliveries are not permitted.

4.2 If the validity of the "Incoterms" commercial clauses is agreed, the version valid at the time the contract is concluded applies. Without agreement, delivery is made "free domicile", subject to the Incoterms DDP ("delivered duty paid") with the destination being the same as the place of performance (see section 11.1).

4.3 The supplier bears the procurement risk. In particular, we do not accept any reservations regarding timely self-delivery.

4.4 The delivery must be accompanied by a delivery note stating the date (issue and dispatch), the contents of the delivery (item number and quantity) and our order identifier (date and number). When shipping by ship, the name of the shipping company and the ship must be stated in shipping documents. The supplier must choose the most suitable transport options for us. All shipping notices, delivery notes, packing slips, consignment notes, on the outer packaging, etc. must contain the order numbers and information about the unloading point specified by us in full. If the delivery note is missing or incomplete, we are not responsible for any resulting delays in processing and payment. Separate from the delivery note, a corresponding shipping notice with the same content must be sent to us.

4.5 The delivery time stated in the order is binding. If a delivery or service has been agreed with assembly/service, the handover of the delivery item after the assembly/service has been properly carried out is decisive. If acceptance takes place in accordance with the contract, this is decisive for compliance with the agreed delivery date.

4.6 The supplier is obliged to inform us immediately if circumstances arise or become apparent which indicate that the agreed delivery time may not be met.

4.7 In the event of a delay in delivery, we are entitled to the statutory claims and rights; Furthermore, the supplier is obliged to pay us a flat-rate compensation for delay in the amount of 1% of the net order value of the order affected by the delay per completed calendar week of the delay, but a maximum of 5% of the net order value of the order affected by the delay, unless: the supplier proves that we suffered no or only minor damage. This flat-rate compensation for delay will be offset against any further damage caused by delay. Our further legal claims and rights remain unaffected.

4.8 Acceptance of a late delivery or service does not constitute a waiver of claims and rights due to the delay.

4.9 Die Gefahr des zufälligen Untergangs und der zufälligen Verschlechterung der Lieferung oder Leistung geht mit Übergabe am Erfüllungsort auf uns über. Ist eine Abnahme vereinbart ist, ist diese für den Gefahrübergang, die Beweislast und die Fälligkeit der Vergütung maßgebend. Der Übergabe bzw. Abnahme steht es gleich, wenn wir uns im Annahmeverzug befinden. 4.10 Wir geben keine Strafversprechen für Nichterfüllung oder nicht gehörige Erfüllung ab. Wir können Vertragsstrafen bis



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zur Schlusszahlung geltend machen, ohne dass dies eines vorherigen Vorbehaltes, insb. bei einer Abnahme, gemäß § 341 Abs. 3 BGB bedürfte.

4.11 The supplier is obliged to supply us with spare parts at normal market prices for a period of ten years from delivery, but no more than the current spare parts prices, especially even if the business relationship has ended.

5. Third party property rights, exemption, own property rights, provisions

5.1 The supplier guarantees that its deliveries and services do not violate any intellectual property rights or other rights of third parties.

5.2 If a claim is made against us by a third party due to an infringement of intellectual property rights due to our supplier's deliveries or services:

- we will immediately inform our supplier accordingly,
- our supplier shall fully indemnify us upon first written request from all legitimate claims by third parties, including reasonable costs of legal defense and/or legal prosecution,
- Our supplier will, at his discretion and at his own expense, either obtain a right of use for the affected service item or change the service item in consultation with us in such a way that the property right is not violated, but the service item continues to meet the contractual requirements in every respect, be it because we would be responsible for the infringement of property rights. Our further legal claims remain unaffected.

5.3 We reserve all rights to all models, production facilities, tools, samples, templates, illustrations, brochures, calculations and other documents and supplies, including copyrights, trademark rights, company rights and rights to know-how. They may not be made accessible, reproduced or distributed by our supplier to third parties without our express written approval. This applies in particular to documents that are marked as "confidential". They are to be used exclusively for making offers or manufacturing based on our order. Such items must - as long as they are not processed - be stored separately at the supplier's expense and marked as our property.

5.4 The supplier is obliged to carry out any necessary maintenance and inspection work on our supplies as well as all maintenance and repair work in a timely manner at his own expense. The supplier is obliged to insure the tools, molds and models, etc. belonging to us at new value at their own expense against fire, water and theft damage to the usual extent. After the order has been processed, they must be returned to us without request; copies, including backup copies, must be completely destroyed/deleted.

6. Condition of the goods, warranty, outgoing goods inspection, inspection and complaint obligations, supplier recourse

6.1 The supplier guarantees that the delivery item does not have any defects that would impair its value or suitability, has the agreed quality, is suitable for the use stipulated in the contract, is in accordance with the state of the art, the latest regulations from the authorities, in particular the Machinery Directive, the Product Safety Act, the applicable technical safety requirements and the occupational safety and accident prevention regulations as well as the REACH regulation. In particular, in all cases mentioned in Article 31 Numbers 1 to 3 of the REACH Regulation, the supplier must enclose a safety data sheet in the language of the recipient country with the delivery item and also make it available to us in German.

6.2 To ensure the quality of its deliveries, the supplier must carry out an appropriate type and scope of documented quality testing in accordance with DIN EN ISO 9001 or equivalent, at least one outgoing goods inspection. He must create records, especially of his quality tests, and make them available to us upon request. The supplier hereby consents to quality audits to assess the effectiveness of its quality assurance system by us or a third party commissioned by us. Our initial sample release does not release the supplier from this outgoing goods inspection and, like our specifications in the technical delivery conditions or specifications, does not restrict it.

6.3 Our obligation to inspect upon delivery is limited to defects that become apparent during our incoming goods inspection by externally examining the outer packaging including the delivery documents (transport damage, identity, completeness); examinations are carried out on an appropriate sample basis. If acceptance has been agreed, there is no obligation to inspect. Our notice of defects is in any case timely if it is received by the supplier within 3 working days, calculated from receipt of all goods, or, in the case of hidden defects, from discovery.

6.4 We are entitled to statutory claims for defects in full. The supplier's subsequent performance is carried out at our discretion by eliminating the defect (repair) or by delivering a defect-free item (replacement delivery), unless the supplier proves that the subsequent performance option we have chosen would cause disproportionate costs and that the other subsequent performance option would not cause us any significant costs Disadvantages arise. If the supplier does not fulfill his obligation to provide subsequent performance within a reasonable period of time set by us, we can remedy the defect ourselves and demand reimbursement of the



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necessary expenses from the supplier, without prejudice to other claims and rights. The subsequent performance costs to be borne by the supplier also include installation and dismantling costs.

6.5 Contrary to Section 442, Paragraph 1, Sentence 2 of the German Civil Code (BGB), we are entitled to unrestricted claims for defects even if the defect remained unknown to us at the time the contract was concluded due to gross negligence.

6.6 The limitation period for warranty claims is 36 months, calculated from the transfer of risk, unless mandatory provisions of §§ 478, 479 BGB apply or the supplier grants a longer period or a longer period applies by law.

6.7 After the defect has been remedied, the agreed warranty period for the repaired or replaced delivery items begins again.

6.8 We are entitled to our legally determined recourse claims within a supply chain (supplier recourse in accordance with Sections 445a, 445b, 478 BGB) in addition to the 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 to our customer in individual cases. Our legal right to choose (§ 439 Para. 1 BGB) is not restricted by this. Before we acknowledge or fulfill a claim for defects asserted by our customer (including reimbursement of expenses in accordance with Sections 445a Para. 1, 439 Para. 2 and 3 BGB), we will notify the supplier and ask for a written statement with a brief explanation of the facts. If a reasoned statement is not made within a reasonable period of time and no amicable solution is reached, the claim for defects actually granted by us is deemed to be owed to our customer. In this case, the supplier is responsible for providing evidence to the contrary. Our claims for supplier recourse also apply if the defective delivery item was further processed by us or another entrepreneur, e.g. by incorporating it into another product.

7. Liability, producer liability, indemnity, insurance, assignment

7.1 The supplier's liability is based without restriction on the legal provisions. The supplier is responsible for the fault of its upstream suppliers as well as its own fault.

7.2 If the supplier is responsible for damage, in particular product damage, he must indemnify us from third-party claims to the extent that the cause for this was within his area of control and organization and he himself is liable externally. As part of this indemnification obligation, the supplier must reimburse us for expenses in accordance with Sections 683, 670 of the German Civil Code (BGB) or in accordance with Sections 830, 840, 426 of the German Civil Code (BGB) that arise from or in connection with claims made by third parties, including recall campaigns lawfully carried out by us. We will inform the supplier – as far as possible and reasonable – about the content and scope of recall measures and give him the opportunity to comment. Our further legal claims remain unaffected.

7.3 The supplier must take out and maintain product liability insurance for personal injury/property damage for the duration of this contract, i.e. until the end of the warranty period. The supplier hereby assigns to us all claims for indemnification due to damage caused by the supplier arising from this insurance; we hereby accept the assignment. Proof of insurance coverage must be provided to us at any time upon our request by written confirmation from the insurer.

8. Retention of title

If agreed accordingly, we accept that ownership of deliveries ("reserved goods") until the relevant claim of the customer has been settled in full

The supplier remains with the supplier ("simple retention of title"). All other forms of retention of title are excluded, in particular extended, forwarded and extended retention of title for further processing.

9. Compliance, minimum wage, data protection, change of control

9.1 Our supplier undertakes to comply with the respective legal regulations on dealing with employees, environmental protection and occupational safety as well as the minimum wage and to observe the principles of the United Nations Global Compact. The supplier makes every effort, as far as possible through contractual obligations, to ensure compliance with these requirements by its sub-suppliers and personnel service providers. If the supplier violates the requirements of the MiLoG or the legal regulations issued on the basis of Section 3a AÜG, he releases us from all third-party claims due to such violations, in particular according to Section 13 MiLoG. Such a claim entitles us to terminate the business relationship with the supplier without notice.

9.2 The supplier agrees that his data will be compared against the currently valid sanctions lists, especially those of the European Union. In accordance with Section 32 BDSG, we would like to point out that we store the



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supplier's data on the basis of the Federal Data Protection Act. If we provide our supplier with personal data of our employees (hereinafter "personal data") as part of the implementation of the contract or if the supplier gains knowledge of this personal data in any other way, the following provisions apply. Personal data that is disclosed in the above-mentioned manner and not processed on our behalf may be processed by the supplier exclusively for the purpose of executing the contract and may not - unless legally permissible - be processed in any other way, in particular disclosed to third parties and/or analyzed and/or for its own purposes be used to create profiles. The supplier may further process the personal data, in particular to its group companies to carry out the relevant data

Pass on the contract to the extent permitted by law. The supplier ensures that the personal data is only made accessible to those employees of the supplier who are used to carry out the relevant contract and only to the extent necessary for the implementation of this contract (need-to-know principle). The supplier will design its internal organization in such a way that it meets the requirements of applicable data protection law, in particular taking technical and organizational measures to adequately protect personal data against misuse and loss. The supplier does not acquire any rights to the personal data and is obliged to correct, delete and/or restrict the processing of the personal data at any time under the legal requirements. Rights of retention with regard to personal data are excluded. In addition to its legal obligations, the supplier will inform us immediately, at the latest within 24 hours, of any violation of the protection of personal data, particularly in the event of loss. Upon termination of the relevant contract, the Supplier will delete the Personal Data, including all copies made, in accordance with legal requirements.

9.3 The supplier shall inform us in writing of any legal succession to our business relationship and/or existing contracts with us, as well as any change to its company name, without being requested to do so.

10. Confidentiality

10.1 "Confidential information" within the meaning of the following confidentiality declaration is all information (including data, records, documents, drawings, samples, technical components and know-how) which is made available to the supplier's bodies, employees, consultants or other third parties working on its behalf of this contract and the negotiations on this contract are/were made accessible, in particular about our company, our customers, our production processes, our price calculation, etc., and are marked as confidential or require confidentiality by their nature. Whether and on which carrier medium the confidential information is embodied is irrelevant; In particular, oral information is also included.

10.2 Our supplier is obliged to treat the Confidential Information as strictly confidential and not to pass it on to third parties or make it accessible to them without our written consent. Our supplier will take appropriate precautions to protect confidential information, but at least those precautions with which he protects particularly sensitive information about his own company.

10.3 Our supplier is not entitled to use any Confidential Information disclosed by us for any purpose other than for the purpose of the relevant performance of the contract.

10.4 In particular, our supplier is not entitled to reproduce, recreate, open or disassemble received samples or other corresponding information (reverse engineering).

10.5 The confidentiality obligations under Sections 10.1 and 10.2 do not apply to information for which our supplier can prove that

- we have previously agreed in writing to a transfer or use by our supplier for the specific individual case;
- they were known before entering into this confidentiality agreement;
- our supplier obtained it from a third party before entering into this confidentiality agreement
- has or subsequently obtained it from a third party without violating this confidentiality agreement, provided that the third party has legally come into possession of the Confidential Information and does not violate a confidentiality obligation binding on it by passing it on; or
- confidential information by law or due to the rules of a stock exchange or by a
- is subject to an enforceable order from a competent court or authority.

10.6 This confidentiality agreement comes into force upon conclusion of this contract and ends five years after the end of the business relationship.

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

11.1 Place of performance is our registered office in Rheinbach.



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11.2 The exclusive place of jurisdiction for all disputes arising from commercial transactions with registered traders and legal entities under public law is 53359 Rheinbach for both parties (§ 38 ZPO). This also applies to bill of exchange and check processes. We can also sue our supplier at his general place of jurisdiction. The Bonn District Court is responsible for proceedings that are exclusively assigned to the district courts.

11.3 The law of the Federal Republic of Germany applies, excluding all references to other legal systems and international treaties. The Convention of the Agreed Nations of April 11, 1980 on Contracts for the International Sale of Goods (CISG, "Vienna Sales Convention") is excluded.

12. Severability clause

If individual provisions of these General Terms and Conditions or the delivery transaction are or become ineffective in whole or in part, this will not affect the effectiveness of the remaining provisions or remaining parts of such clauses. The ineffective clause is replaced by a regulation that serves the purpose of this Clause corresponds as far as possible and is effective.

As of: March 1, 2024