

General purchasing conditions for the provision of goods



1. Scope

- 1.1. Our general purchasing conditions for the provision of goods (hereinafter: 'purchasing conditions') apply exclusively to businesses, legal persons under public law and public law funds within the meaning of Section 310 Paragraph 1 BGB for contracts concerning the delivery of materials (goods), as well as contracts concerning the delivery of moveable objects to be manufactured or created (Section 650 BGB). These purchasing conditions shall also apply for all future business dealings with our suppliers, even if they are not agreed again separately.
- 1.2. We reject the inclusion of the supplier's general terms and conditions of business unless we expressly agree in writing to their validity. The unconditional acceptance of goods or deliveries of moveable objects to be manufactured or created (hereinafter: contractual object) does not constitute agreement, even if the acceptance occurs in the knowledge of contradictory or supplementary contractual conditions of the supplier.
- 1.3. Any legally relevant declarations and notifications by the supplier after conclusion of the contract (e.g. deadlines, reminders) shall require the written form for validity.
- 1.4. Information on the validity of statutory provisions only serves for clarification purposes. Even without such clarification, therefore, the statutory provisions, insofar as they are not directly modified or expressly excluded in these purchasing conditions, are valid.
- 1.5. For project orders and investment contracts, our purchasing conditions for machines, systems and system components also equally apply in the current version. These will be sent to the supplier upon request.

2. The conclusion of the contract and contract modifications

- 2.1. Orders, call-offs and other declarations, as well as their amendments and additions, are binding only if they are issued or confirmed by us in writing.
- 2.2. Verbal agreements of any kind, including subsequent amendments and additions to the purchasing conditions, require our written confirmation to be effective.
- 2.3. Our silence in response to an offer, solicitation or other declarations of the supplier shall only be deemed consent if this has been expressly agreed in writing. For obvious errors (e.g. spelling and calculation errors) and/or incomplete orders or missing purchase order documents, the supplier must advise us for the purpose of correction or completion without delay.
- 2.4. Insofar as no changes to the order in terms of quantity, price, delivery date, or payment and delivery conditions are required by the supplier, we renounce the delivery of a written order confirmation. The supplier is obliged at our express request, however, to confirm the order stating our order number within a period of 3 days and in writing.
- 2.5. Offers, cost estimates, drafts, samples and patterns from the supplier are always free of charge for us. At our request, the supplier shall take them back immediately and at its own expense.
- 2.6. Changes to the quantity, delivery date, quality, and terms of delivery or payment are not permitted without our prior consent.
- 2.7. We attach particular importance to the use of energy- and resource-conserving plants, machines and equipment. The energy related performance of goods is therefore an important evaluation criterion for product selection and for our purchasing decisions.

3. Deliveries / services, force majeure

- 3.1. Observance of the dates and deadlines agreed upon is determined by receipt of the goods at our facility or the day on which the due service has been fully performed. If the delivery is not agreed as being without charge for delivery to our plant and free of duty (DAP or DDP in accordance with Incoterms 2010), the supplier shall provide the goods, taking into account the time for loading and shipment to be agreed with the carrier, in a timely manner.
- 3.2. The supplier is obliged to immediately notify us in writing, stating the reasons and the expected delay, if it is foreseeable that the agreed delivery times cannot be met.
- 3.3. Prior to the agreed delivery time, partial deliveries or deliveries may be conducted only with our prior written approval.
- 3.4. The unconditional acceptance of the delayed delivery or service does not constitute a waiver of the claims to which we are entitled due to the delayed delivery or performance.
- 3.5. Force majeure frees the contractual partners for the duration of the disturbance and to the extent of its effect from performance obligations. The contract partners are obliged, within reasonable limits, to provide the required information immediately and to adapt their obligations to the changed circumstances in good faith. We are released from the obligation to accept the ordered delivery/performance in whole or in part and shall

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be entitled to rescind the contract in that respect if the delivery/performance is no longer realisable for us taking into account the economic interests or demand has been significantly reduced due to necessary procurement elsewhere.

4. Delivery, transfer of risk, packaging

- 4.1. If no specific agreement has been made, the applicable prices are 'delivered to the specified location' (DAP in accordance with Incoterms 2010) including packaging. VAT is not included. The supplier shall bear the risk until the goods are accepted by us or one of our representatives at the place to which the goods are to be delivered in accordance with the contract.
- 4.2. All deliveries are strictly accompanied by a delivery note stating our order number. The supplier must ensure adequate and secure packaging. Transport damage that cannot be accepted by insurers due to inadequate packaging shall be borne by the supplier. We are entitled to demand that packaging is taken back and reused by the supplier provided that this can be expected of it.

5. Prices, invoices, payment conditions, offsetting and retention

- 5.1. All prices are exclusive of VAT, even if they are not shown separately. This also applies to ancillary services that may be provided by the supplier.
- 5.2. Unless otherwise agreed in individual cases, the price includes all services and ancillary services of the supplier, as well as all ancillary costs, such as proper packaging, customs, import duties, transport costs, including any transportation and liability insurance.
- 5.3. If no special agreement has been made, the settlement of the invoice shall occur either within 14 days with a deduction of 3% or within 30 days without deduction. Payment and discount periods shall begin with delivery of the contractual performance, as well as the receipt of an invoice that is correct in terms of content. If the supplier determines deviations or inconsistencies at the time of invoicing, the periods shall begin after adjustment of the situation.
- 5.4. For bank transfer, payment occurs on time if our transfer order arrives at our bank prior to expiry of the payment period. The payment is made under reserve of invoice verification.
- 5.5. A single copy of invoices should be sent in electronic format as a searchable PDF stating our order number to the email address: Rechnungseingang@fripa.de. In the case of deliveries from areas outside the customs territory of the EU, the delivery of goods must be accompanied by a copy of the invoice or a pro forma invoice.
- 5.6. Invoices that do not feature our order number and the order date, or which do not contain all the legal information in accordance with Section 14 UStG constitute grounds for non-payment until clarification by the supplier; claims by the supplier arising from a delay in payment can therefore not be derived.
- 5.7. We are not liable for default interest. The annual default interest rate amounts to no more than five percentage points above the base interest rate. We are in default of payment only after a written reminder from the supplier.
- 5.8. The rights of offsetting and retention, as well as the plea of non-performance of the contract, are available to us according to statutory provisions. In addition, we are entitled to retain any due payments as long as we still hold claims arising from incomplete or inadequate services vis-à-vis the supplier.

6. Liability for defects

- 6.1. The statutory provisions for material defects and defects of title shall apply unless otherwise stipulated hereafter.
- 6.2. According to the statutory provisions, the supplier is liable in particular for ensuring that the goods have the agreed properties at the time of the transfer of risk. The product and service descriptions forming the object of the respective contract serve as an agreement vis-à-vis quality. It makes no difference whether the product and service description originates from us or the supplier.
- 6.3. By way of derogation from Section 442 Paragraph 1 Sentence 2 BGB, warranty claims are available to us without restriction if the defect remains unknown to us upon conclusion of the contract as a result of gross negligence.
- 6.4. For the commercial duty to inspect and to give notice of defects, the statutory provisions (Sections 377, 381 HGB) apply with the following proviso: Our duty to inspect is limited to defects that are revealed at the incoming goods inspection by an external examination including of the delivery papers (e.g. transport damage, incorrect performance or underperformance). In addition, it depends to what extent an inspection, taking into account the circumstances of the individual case, is common in the ordinary course of business.

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- 6.5. Our duty to give notice of defects discovered later remains unaffected. In all cases, our notification of defects shall be deemed as timely if it is made to the supplier within 5 working days from receipt of the goods or, in the case of hidden defects, within 5 working days from their discovery.
 - 6.6. If the supplier fails to comply with its obligation to render supplementary performance – at our discretion, this shall take the form of a remediation of the defect (improvement) or delivery of flawless goods (replacement) – within a reasonable period of time set by us, we shall be entitled to remedy the defect ourselves or have the defect remedied by a third party, and may demand reimbursement of the costs required to do this from the supplier.
 - 6.7. If the supplementary performance by the supplier has failed or is unacceptable to us (e.g. due to the particular urgency, danger to operational safety or impending occurrence of disproportionately high harm), no deadline is required for the exercising of our rights in clause 6.6. In such circumstances, we will inform the supplier immediately, if possible in advance.
 - 6.8. If the supplier meets its obligation to supplementary performance by replacement or improvement, the statutory limitation period for the liability for material defects concerning the replacement delivery or improved goods begins afresh with their delivery or improvement.
 - 6.9. Furthermore, we shall be entitled to a reduction of the purchase price or withdrawal from the contract according to the legal regulations in the case of material defects and defects of title. In addition, we are entitled to damages and to the reimbursement of expenses in accordance with the statutory provisions.
 - 6.10. If we incur costs as a result of defective delivery or performance of the contractual object, in particular transport, labour or material costs, or costs for an incoming goods inspection going beyond the usual extent, the supplier shall bear these costs.
 - 6.11. Unless otherwise agreed or longer statutory deadlines apply, the warranty period for claims shall be 24 months from the transfer of risk. The same applies to goods or parts that the supplier delivers within the framework of the liability for defects (supplementary performance).
 - 6.12. The supplier is responsible for faults by its sub-suppliers as its own. In the case of machines, apparatus, spare parts and accessories, the supplier assumes, irrespective of any further statutory liability, for a term of 24 months the guarantee that the delivery item has the specified properties and shows no defects that would compromise its use or operation.
- 7. Product liability and compulsory insurance**
- 7.1. In the event that claims are asserted against us on the basis of product liability, the supplier is obliged to release us from claims of this type if and to the extent that the damage was caused by a flaw in the contractual object delivered by the supplier. In cases of fault-based liability, however, this applies only if the supplier is at fault. If the cause of the damage lies within the area of responsibility of the supplier, it must prove that it is not at fault.
 - 7.2. The supplier shall be responsible for all costs and expenses incurred within the framework of its indemnification obligation arising out of or in connection with a claim by third parties, including recall actions performed by us, if and insofar as we deem a recall to be fundamentally justifiable and appropriate in terms of scope.
 - 7.3. Prior to a recall action resulting in whole or in part from a defect in the contractual object delivered by the supplier, we will inform the supplier, facilitate its sufficient participation and discuss with it the efficient implementation of the recall. This is not a requirement and the reimbursement obligations in accordance with clause 7.2 remain unaffected insofar as the briefing or the participation of the supplier is not possible due to particular urgency.
 - 7.4. Further legal claims shall remain unaffected.
 - 7.5. The supplier shall at its own expense always maintain sufficient product liability insurance with coverage for personal injury and property damage to the amount of at least EUR 5 million per case. At our request, the supplier shall provide evidence of the conclusion and existence of the product liability insurance.
- 8. Information requirements**
- 8.1. The supplier shall inform us in writing and at an early stage of changes to the manufacturing processes, changes to materials or supply parts for products or of services, relocation of the production sites, as well as before modifying processes or facilities for parts testing or any other quality assurance measures. We are entitled, to the extent necessary, to verify whether the changes could have a negative impact on the product. At our request, the supplier shall immediately provide us with the documents required for the purpose of verification and to facilitate audits to the extent deemed appropriate by us.

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9. Export control and customs

- 9.1. The supplier is obliged to inform us of any possible approval obligations or restrictions for (re)exports of its goods pursuant to the applicable German, European (EU), US export, customs and foreign trade provisions, as well as in accordance with the export, customs and foreign trade provisions of the country of origin of its goods in a timely manner in written form prior to the first delivery. To this end, the supplier shall communicate the following information and data:
- The description of the goods
 - The statistical goods number (HS/CN code)
 - The country of origin (commercial/non-preferential origin)
 - (Long-term) suppliers' declarations on preferential origin (for EU suppliers) or certificates on preferences (non-EU suppliers)
 - All other information and data that we require for export and import, as well as in the case of resale for re-export of the goods
 - A contact in its company to clarify any queries
- 9.2. The supplier is obliged to inform us immediately in written form of any changes to the approval duties of the goods supplied to us due to technical, legal changes or official findings.
- 9.3. If the supplier violates its obligations under clauses 9.1 or 9.2, it shall bear all expenses and damage, as well as other penalties (such as claims of foreign import duty, fines) that are incurred by us for this reason. This does not apply if the supplier is not responsible for the breach of the duty.

10. Confidentiality, documents and reference

- 10.1. All business or technical information made available to the supplier by us is, as long as and as far as it is not demonstrably public knowledge, to be kept in confidence from third parties and may be made available in the supplier's own business only to such persons who must necessarily use it for the purpose of delivery to us and who likewise are bound to secrecy.
- 10.2. We reserve the right of property and copyrights for all documents provided to the supplier by us for the execution of an order, especially for drawings, specifications, illustrations, plans, patterns and other documents. Such documents should only be used by the supplier for the contractual performance and, after completion of the contract, should be returned to us in full (including any copies or recordings, if necessary). Items manufactured according to our documents and resources may neither be used by the supplier itself nor be offered or delivered to third parties.
- 10.3. We are entitled to collect, process and use data arising in connection with the contractual relationship within the context of the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG [new]) in their respective latest versions.
- 10.4. The supplier is obliged to observe data protection regulations for its deliveries and services. In particular, it will oblige its personnel to comply with the applicable regulations of the GDPR and the BDSG (new) insofar as these personnel come into contact with personal data. Even upon termination of the business relationship, this agreement remains unaffected.
- 10.5. Without prior explicit written consent, the supplier is prohibited from naming us or the business relationship between the supplier and ourselves in any form as a reference.

11. Code of conduct and compliance

- 11.1. The supplier shall undertake, within the business relationship with us, not to make any agreements or concerted practices with other companies that have as their object or effect the prevention, restriction or distortion of competition in accordance with the applicable antitrust laws.
- 11.2. The supplier shall neither actively nor passively, directly nor indirectly engage in any form of bribery or corruption, violation of human rights or discrimination against its employees, forced labour or child labour.
- 11.3. The supplier guarantees to comply with applicable laws to regulate the general minimum wage and will oblige sub-suppliers commissioned by it to commit to the same. On request, the supplier shall demonstrate compliance with the above. In the event of a breach of the above assurance, the supplier shall release us from any claims by third parties and is obliged to refund fines that are imposed on us in this context.
- 11.4. The supplier shall observe the respective legal provisions with regards dealings with personnel, environmental protection and occupational safety and will work to permanently reduce adverse impacts on people and the environment through its activities. To this end, the supplier will set up and further develop a management system in accordance with ISO 14001 as far as it is able.

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- 11.5. Further, the supplier shall observe the principles of the UN Global Compact Initiative, which essentially concern the protection of international human rights, the abolition of forced labour and child labour, the elimination of discrimination in recruitment and employment, and responsibility for the environment.
 - 11.6. The supplier is obliged to comply with recognised technology rules (in particular DIN standards, VDE regulations, VDI guidelines) and legislation on product safety (in particular the Product Safety Act), the internationally applicable minimum standards regarding labour law, in particular all conventions of the International Labour Organization ('ILO') with respect to workers' rights, working time and industrial protection, safety and accident prevention regulations, as well as all applicable statutory and regulatory provisions.
 - 11.7. The supplier shall ensure that any agents it has deployed in any way for the manufacture of products delivered to us will comply with the obligations listed in the preceding paragraphs.
 - 11.8. The supplier shall also ensure that the products delivered by it correspond to the provisions of Regulation (EC) No. 1907/2006 concerning the registration, evaluation, authorisation and restriction of chemical substances ('REACH'). The substances contained in the supplier's products, to the extent required under the terms of the REACH regulation, are preregistered or registered after the expiry of the transitional periods, provided that the substance is not exempted from registration.
 - 11.9. The supplier affirms that the products delivered by it contain no substances of the so-called candidate list in accordance with Article 59, Paragraphs (1) and (10) of the REACH regulation. The supplier undertakes to inform us immediately in writing if – for whatever reason – products delivered by it contain substances on the candidate list. This is particularly true in the case of the expansion of or additions to the candidate list. The supplier shall designate the individual substances by name and will communicate the mass percentage as accurately as possible.
 - 11.10. If hazardous substances within the meaning of the Ordinance on Hazardous Substances or products whose use cannot exclude the release of such substances are delivered, the supplier must provide us with the data required for the compilation of the safety data sheet.
 - 11.11. In the event that the supplier breaches one of the above-mentioned obligations, the supplier shall release us, our associated companies and their customers from all costs, claims by third parties (especially for indirect or direct compensation claims), as well as other penalties (e.g. fines) due to the violation of the preceding stipulation. This does not apply if the supplier is not responsible for this breach of duty.
 - 11.12. In the event of a suspicion of a breach of the obligations under clauses 11.1 to 11.5, the supplier shall immediately advise us about possible violations and inform us regarding awareness measures. If the suspicion is well founded, the supplier must inform us within a reasonable period of time which internal measures it has taken to prevent future violations. If the supplier does not fulfil these obligations within a reasonable period of time, we reserve the right to withdraw from contracts with it or to terminate these with immediate effect.
 - 11.13. In the event of serious legal breaches on the part of the supplier and violations of the provisions contained in clauses 11.1 to 11.3 and 11.5, we reserve the right to withdraw from existing contracts or to terminate these without notice.
- 12. Court of jurisdiction and choice of law**
- 12.1. Exclusive jurisdiction for all disputes arising directly or indirectly from the contractual relationship with the supplier shall be held by the competent courts of D-63897 Miltenberg. However, we are entitled to bring action against the supplier at the court of its headquarters or branch or at the court of the place of performance.
 - 12.2. These purchasing conditions and all legal relations between us and the supplier shall be governed by the law of the Federal Republic of Germany. All contractual relations shall be governed by German law to the exclusion of any conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 13. Place of performance**
- 13.1. The place of performance is the place to which the goods are to be delivered in accordance with the contract or where the service is to be rendered.
- 14. General provisions**
- 14.1. Should a provision of these conditions and other affected agreements be or become invalid, this shall not affect the validity of the remaining conditions. The contractual partners are obliged to replace the ineffective regulation with one which is as close as possible in economic effect.