

Pumpenfabrik Wangen GmbH Purchasing Terms and Conditions

1. Scope of Application

The purchasing terms and conditions set out below will apply to all orders exclusively. Any differing or additional terms and conditions of the supplier will not be binding upon the purchaser even where the supplier states that it only wishes to deliver under its own terms and conditions.

Even acceptance of deliveries or services without expressly objecting to the same will not be deemed acknowledgement of, or consent to, the supplier's terms and conditions of business. The supplier must state in a separate letter if it does not agree with this approach. In this scenario, the purchaser hereby reserves the right to withdraw the order. Confirmation or execution of the order without objection will be deemed acknowledgement of the purchaser's terms and conditions of purchase.

2. Contract Conclusion, Amendments

2a Inquiries and quotes will always be free of charge and non-binding for the purchaser. Otherwise the purchaser must be expressly made aware of this prior to drafting the same.

2b Orders will only be binding when placed in writing or in text form. Any amendments, subsidiary agreements, other declarations and communications must also be in writing or in text form. If the purchaser accepts the supplier's quote without amendment, a contract will be concluded upon receipt of the order and no further order confirmation will be required from the supplier. In the event of deviations by the supplier in the order confirmation from the terms and conditions in the order, the supplier must clearly notify the purchaser of the same. Otherwise the contract will be concluded without such deviations.

2c Within reasonable limits, the purchaser may request changes to the supply items from the supplier in terms of construction and design. The supplier must implement such changes within a reasonable period. Reasonable arrangements will be concluded by mutual agreement regarding the effects of such changes, particularly with regard to a reduction or increase in cost and delivery dates. If changes are required, in particular to the composition type of the processed materials, or to the structural design, compared with previous similar deliveries and services, or in respect of the order placed, the purchaser must be notified of these prior to the start of production or, in the case of changes to be made subsequently, prior to said changes being implemented. Such changes will require written consent. The purchaser will not be obliged to inspect deliveries and services upon receipt for uniformity.

2d The supplier shall treat conclusion of the contract as confidential. The contracting partners undertake to treat all commercial or technical details that are not in the public domain which they may gain knowledge of during the course of their business relationship as trade secrets, and undertake to oblige their

sub-suppliers accordingly.

3. Prices, Payment Terms

3a The prices agreed upon are fixed prices including packaging, transport and insurance costs. Additional claims of any kind are excluded.

3b Unless otherwise agreed, payment will be made within 30 days with 3% discount or within 90 days in full.

3c This term will commence upon receipt of the contractually agreed service and a correct and verifiable invoice. Upon accepting early deliveries, the term will only commence upon the agreed delivery date at the earliest however.

3d Original copies of invoices are to be submitted separately from the delivery of the goods and must state the order number, unloading point, supplier number, item number(s), quantity, unit price and volume for each delivery. Invoices submitted incorrectly will only be valid from the time at which a correct version is received by the purchaser.

3e The purchaser may choose the method of payment. Depending on the purchaser's automatic payment transactions, these terms may be exceeded by a max. of 5 working days without losing the entitlement to a discount deduction.

3f Material testing and material inspection certificates will form an integral component of the order and must be submitted to the purchaser with the delivery. The payment term for invoices will only commence upon receipt of the agreed certificate.

3g If and insofar as the purchaser has a due counterclaim against a claim by the supplier, the purchaser may, taking into consideration any discounts, offset said counterclaim. Offsetting will cancel out both claims up to the value offset plus any discounts where applicable. The purchaser will have rights of retention to the extent legally permitted.

3h The supplier's claims against the purchaser may only be transferred with the purchaser's consent.

4. Delivery Terms and Conditions, Packaging, Shipping

4a Deliveries will be made DAP Wangen (Incoterms 2020), including packaging, to the purchaser's address or the delivery point stated on the order.

4b The risk will only pass from the supplier to the purchaser upon delivery at the shipping address or site requested by the purchaser.

4c The delivery dates agreed upon will be binding. Receipt of the goods by the purchaser or at the delivery point specified on the order will be authoritative in determining compliance with the delivery date. The delivery term will only be reasonably extended where the supplier is prevented from fulfilling its obligation on the

grounds of force majeure.

4d If the supplier recognises that an agreed deadline cannot be adhered to, it must notify the purchaser thereof without delay, specifying the reasons and anticipated duration of the delay. The supplier may only claim a delay for reasons not attributable to it if it has fulfilled this notification obligation.

4e In the event of a delay, the purchaser will be entitled to claim a contractual penalty from the supplier. This penalty will be 0.5% of the total order value for each week, or part thereof, up to a maximum of 5% of the total order value. Agreeing upon or asserting the contractual penalty will not affect the purchaser's other statutory claims on the grounds of the delay in delivery.

4f The supplier may only invoke the absence of documents necessary for execution of the order and to be supplied by the purchaser if it has sent a written reminder about the documents and has not received them within a reasonable period.

4g In the case of delivery earlier than agreed, the goods will be stored at the supplier's cost and risk until the agreed delivery date. The purchaser will be entitled to not make payment until the agreed due date.

4h The items for delivery must be packaged in a manner usual within the trade and appropriately. The purchaser will be entitled to stipulate the type and method of packaging to the supplier. If the purchaser is invoiced separately for packaging in exceptional cases, it hereby reserves the right to return any reusable packaging carriage paid to the supplier in return for a reimbursement of the value of the packaging.

4i Excess and short deliveries will only be permitted by prior agreement.

5. Incoming Goods Inspection, Liability for Defects

5a The supplier shall continually monitor the quality of its deliveries and services. It warrants that these have the features described in the order and that they are delivered in accordance with state-of-the-art technology and in compliance with all relevant environmental protection, hazardous substances, dangerous materials and accident prevention regulations, as well as the generally recognised rules relating to technical safety and occupational health.

5b An incoming goods inspection will be limited to random sampling, externally visible damage and obvious defects and any recognisable defects in terms of identity and quantity. Defects not observed by the purchaser during the random sampling will be deemed hidden defects. These will be reported by the purchaser later as soon as they are identified during the normal

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course of business but no later than 5 calendar days following their observation. In this respect, the supplier hereby waives the objection of delayed notification.

5c Unless otherwise agreed in the order, the warranty period for deliveries and services will be 24 months from delivery.

5d For deliveries of machines and systems, the 24-month warranty period will commence upon acceptance or, where acceptance is delayed through no fault of the supplier, upon the date said machines and systems are ready for acceptance.

9. Materials provided

5e For buildings and building materials, the warranty period will be 5 years.

6. Ownership

The supplier shall transfer ownership of the contractual goods to the purchaser upon delivery no later than upon payment for the respective delivery. Any renewal or extension of any retention of title declared by the supplier will be in breach of the contract and will oblige the supplier to pay compensation.

7. Liability, Property Rights

7a. Where the supplier is responsible for a product defect, the purchaser must be indemnified against any manufacturer's liability claims or claims under the Product Liability Act.

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7b. In the event of breaches of contractual, statutory or regulatory stipulations, the supplier will be liable for wilful acts and any kind of negligence, including on the part of its vicarious agents.

7c. The supplier will be liable for ensuring that delivery and use of the objects supplied does not breach any third-party property rights. The supplier shall indemnify the purchaser against any third-party claims where it is unable to prove that the breach was not attributable to it.

8. Delivery according to the Purchaser's Specifications, Drawings and Models

8a Where the goods ordered are being manufactured in accordance with the purchaser's specifications, drawings or models, the special equipment, dies or similar necessary for their manufacture may only be used to process the order and may only be supplied to third parties with the purchaser's consent. Only the purchaser will have the right to dispose of order-related production equipment and tools, in particular with regard to joint use, modification or the destruction of the same.

8b Models, prototypes, drawings or technical documents of any kind will remain the property of the purchaser and must be kept secret. They may only be used to execute the orders and must be returned to the purchaser upon request along with any copies made. The supplier undertakes to take all reasonable and necessary measures to preserve this confidentiality.

8c In the event of improvements arising at the supplier's premises during the course of executing the order, the purchaser will have a free-of-charge, non-exclusive right of use over the improvement and any property rights.

8d If, during delivery in accordance with the purchaser's specifications, drawings and models, the supplier has reservations against the stipulated method of execution, choice of materials or processing methods, the supplier must inform the purchaser of the same in writing or in text form and without delay and, where possible, prior to commencing production.

9a Materials, parts, containers, special packaging, tools, measuring equipment or similar provided by the purchaser will remain the property of the purchaser.

9b If the provided materials are processed, combined or mixed, the purchaser will acquire joint ownership over the new product in the same ratio as the value of the provided materials to the value of the overall product.

9c The supplier will have no right of retention over the materials provided.

9d Materials provided may not be used for any purpose other than the purpose agreed upon.

10. Corporate Responsibility and Code of Conduct

As part of its corporate responsibility, the supplier hereby confirms that the relevant applicable statutory provisions, including the laws on environmental protection, have been complied with during or in connection with the manufacture and distribution of its products as have employment law provisions and employee health and safety legislation. Child labour and forced labour will not be tolerated. By accepting the order, the supplier also confirms that it will not engage in any form of bribery or corruption or tolerate the same.

11. Place of Fulfilment, Place of Jurisdiction, Applicable Law

11a The place of fulfilment for all deliveries and services will be the purchaser's registered office unless another venue has been agreed in writing or in text form upon for fulfilment of the delivery obligation.

11b The courts of Wangen im Allgäu will have jurisdiction. The purchaser may however assert its claims in any other statutory place of jurisdiction.

11c The law of the Federal Republic of Germany will apply. Application of the UN Convention on Contracts for the International Sale of Goods (CISG) is hereby expressly excluded.

12. Miscellaneous Provisions

12a. In the event of individual parts of these purchasing terms and conditions being, or becoming, invalid, this will not affect the validity of the remaining provisions.

12b. The purchaser shall handle the supplier's personal data in accordance with the General Data Protection Regulation (EU) [2016/679](#) and the Federal Data Protection Act.

13. Export Control

13a At the purchaser's request, the supplier shall submit a supplier declaration which meets the requirements of EC Regulation 1207/2001. These must be with the purchaser in good time and upon acceptance of the order at the latest. In the case of a long-term supplier declaration, the supplier must inform the purchaser of any changes to the originating status, without being prompted to do so, upon acceptance of the order. The actual country of origin must be specified on the delivery papers even where there is no eligibility for preferential customs treatment.

13b In accordance with German, Austrian, European, US and other applicable export and customs regulations, in the case of (re-)exports, the supplier shall inform the purchaser about any permit requirements. To this end, at the purchaser's request the supplier will provide the following information upon acceptance of an order and on every delivery note for the items concerned where said information is not already included in its quote:

- ECCN (Export Control Classification Number) under US export law
- Static commodity code (HS code)
- The export list number in accordance with the latest version of Appendices I and IV of the EC Dual-Use Regulation No. 428/2009 or part I of the export list (EL appendix to the Austrian Foreign Trade and Payments Act)

13c At the purchaser's request, the supplier shall notify the purchaser in writing or in text form of any other foreign trade data regarding the goods and their components. The supplier must also inform the purchaser in writing or in text form and without delay about any changes to the data specified in 13b.

13d In the event of failure to provide the information set out above, or the provision of incorrect information, the purchaser will be entitled to withdraw from the contract irrespective of any other claims.

