

Dockweiler AG

General Terms & Conditions for the Purchasing of Goods and Services

1. Scope of application

- a. Orders we place shall be exclusively governed by the General Terms & Conditions for Purchasing set out below. These General Terms & Conditions for Purchasing are posted on the internet at <https://www.dockweiler.com/en/purchase-conditions>; we will gladly send you a copy of this document by request.
- b. Any conflicting or differing terms and conditions of the Supplier shall not apply. Our General Terms and Conditions of Purchasing shall apply irrespective of whether we are aware of conflicting or differing terms & conditions of the Supplier, which shall only apply if we agree thereto in writing.
- c. These General Terms & Conditions of Purchasing shall furthermore apply to any and all future transactions with the Supplier.

2. Offers, offer documents

- a. Any offers extended by the Supplier must be free of charge and without any obligation on our part. A fee shall only be payable for cost estimates by special agreement.
- b. Offers extended by the Supplier must correspond with the type, quality, quantity and properties/characteristics as per our inquiry. The Supplier must expressly disclose and communicate any discrepancies.
- c. Offers extended by the Supplier shall only be deemed accepted with binding effect if expressly confirmed as such.

3. Contract conclusion

- a. Orders must be placed in text form. The same applies to any changes or additions to orders. We may send documents either by post or electronically.
- b. The Supplier must confirm orders we place within five (5) working days of receipt thereof, either in the form of an order confirmation or by signing off on the order in question.

4. Pricing, payment terms

- a. The price stated in the order shall be binding. Except as otherwise agreed, stated prices shall be net of tax, i.e. VAT is charged extra at the applicable rate.
- b. Except as otherwise agreed, stated prices shall include costs for packaging and shipping 'free domicile'. The Supplier is obligated to take back packaging at our request.
- c. Invoices must state the following information to be processable: order number (as applicable), delivered item, delivered quantity, price per delivered item. The Supplier shall be responsible for any and all consequences resulting from non-fulfilment of these requirements.
- d. Except as otherwise agreed, invoices must be sent to invoice-AG@dockweiler.com.
- e. Except as otherwise agreed in writing, invoices shall be due for payment plus VAT within 60 days of delivery and invoice receipt.
- f. We enjoy offsetting and retention rights as provided by law.
- g. The Supplier shall not be entitled to assign accruing claims or have such collected by third parties without our prior written consent.

5. Delivery deadlines

- a. The delivery and/or performance dates/deadlines stated in the order are binding. To determine adherence with a delivery or performance deadline, the point in time when we receive the goods or the day of work performance applies.
- b. The Supplier is obligated to notify us immediately in writing if an agreed delivery or performance deadline is not met. The Supplier must likewise provide notification if and when circumstances become evident which could lead to non-adherence with a delivery or performance deadline.
- c. In case of payment default we are entitled to charge a contractual penalty of 0.2% of the value of the ordered delivery or service per complete day of default, not to exceed 5% of the value of the ordered delivery or service. Our entitlement to charge a contractual penalty exists in addition to our entitlement to fulfilment of the order. The right to assert further legal claims is expressly reserved. The contractual penalty amount is in addition to the amount of any accruing damage claims. The required notice that the right to charge a contractual penalty is reserved may be given up until the due date of the invoice.
- d. We are entitled to refuse to accept goods or services which are delivered/provided prior to the date specified in the order, and to return goods delivered early at the expense and risk of the Supplier, after coordinating such return, and/or to have such goods stored in third-party facilities.

6. Passing of risk, documents

- a. Except as otherwise agreed, delivery is to be made free of charge to our facilities or to the delivery point specified by us in the order. Receipt confirmations shall only be regarded as an acknowledgement of receipt of the goods, not as confirmation of proper order fulfilment/performance.
- b. Partial deliveries shall only be permitted with our prior written approval, and must be expressly designated as such. The remaining deliverable quantity after a partial delivery must be stated on the delivery note.
- c. A delivery note must accompany every shipment stating our order details, such as order number, designation and item number of delivered items, supplier number, recipient, delivery note number and quantity delivered.
- d. The Supplier is obligated to pack goods as necessary for transport in a manner ensuring that the goods will not be damaged given normal handling. The Supplier bears packaging/packing costs. The Supplier also bears transport insurance costs.

7. Warranty, warranty claims, notice of defects

- a. The Supplier warrants that delivered items are free of any defects which impair their value or suitability, and in particular that they evidence the agreed properties/characteristics or are identical with the master sample approved by us, are suitable for the contractually specified and customary usages and conform with generally recognized principles of engineering, with public regulations applicable at the time of delivery and with technical safety requirements applicable at the time of delivery. If agreed, a certificate of conformity must be on file for goods bearing the CE mark. The Supplier furthermore grants warranty regarding the performance data and other properties/characteristics stated in the order confirmation.
- b. When goods are delivered, we are solely obligated to inspect the delivered good for obvious defects, quantity discrepancies and plainly evident transport damage. The Supplier must be notified of such within 10 days of taking delivery. Regarding any other defects, notification shall be deemed timely if given within 10 days of discovery of the defect.
- c. If a product delivered or service provided by the contractor evidences a defect, we enjoy the full statutory rights regarding defect claims and may choose the manner of subsequent performance. If the Supplier refuses or fails at subsequent performance—failure being two unsuccessful attempts at subsequent performance—upon elapse of a grace period set for the Supplier we are entitled to remedy the defect ourselves or have it remedied by third parties at the Supplier's expense.

d. The expiration period for defect claims is 24 months from the date of delivery to us.

8. Defects of title

- a. The Supplier warrants that the goods are free of encumbering third-party rights that conflict with or limit usage for the contractual and customary purposes.
- b. We will inform the Supplier accordingly in the event third parties assert claims preventing us or our customers from using the goods in accordance with the contract. In such case, at our option the Supplier shall either
- (1) assign to us and/or our customers rights to use the goods, or
 - (2) render the delivered goods free of encumbrance, to the extent doing so does not compromise contractually agreed properties/characteristics, or
 - (3) replace the delivered goods with other goods with the same properties/characteristics which do not infringe any property rights of third parties.
- c. The Supplier shall indemnify us for and from any third-party claims asserted on the basis of encumbering third-party property rights, and reimburse us for all costs incurred in defending against such claims, including for legal representation.
- d. This obligation shall not apply if the goods were manufactured in accordance with our specifications and the Supplier was neither aware of the encumbering property rights nor should have been aware thereof given application of the prudent businessman principle of diligence.

9. Product liability

- a. The Supplier is obligated, upon initial request, to indemnify us for and from any damage claims asserted by third parties for loss of life, bodily injury/harm or damage/loss of third-party property in connection with goods delivered by the Supplier if the cause of such damage/loss lies within his sphere of responsibility or organizational control and the Supplier has liability vis-à-vis the third parties in question.
- b. The Supplier's liability for damages per the paragraph above includes the obligation, as provided by law, to reimburse us for any expenses incurred as part of or in connection with a recall action conducted by us. The Supplier must provide us appropriate support with such, which in particular shall include providing any and all information required without delay. Other statutory claims shall remain thereby unaffected.
- c. The Supplier agrees to obtain product liability insurance at a level of coverage that is customary for the industry and deemed appropriate by a prudent businessman, and shall maintain such a policy for the duration of the contract and a period of three (3) years thereafter. Any further damage claims accruing to us remain unaffected.

10. Ownership rights, retention of title

- a. We retain ownership rights and copyrights of/to illustrations, drawings, drafts, models, samples, calculations and other documents which we have provided to the Supplier for the purposes of preparing an offer or fulfilling an order. Such documents may not be used for other purposes, copied/reproduced or made accessible to third parties. Such documents shall be returned to us voluntarily upon fulfilment of the final order placed, or destroyed in the case of electronically transmitted data. We shall not bear costs arising for samples provided for inspection.
- b. We retain ownership of any tools we provide to the Supplier. The Supplier is obligated to use such tools exclusively for the production of ordered goods, and to clearly mark such as the property of Dockweiler AG. These provided tools must be stored separately from tools owned by the Supplier. The Supplier is obligated, at his own expense, to insure at replacement value tools that are our property against fire and water damage as well as theft. The Supplier is obligated to promptly carry out any necessary maintenance and inspection work at his own expense. The Supplier shall notify us immediately in case of any disrupting circumstances. The right to assert damage claims remains unaffected if the Supplier culpably fails to do so.

- c. We retain ownership of any goods which we provide for the Supplier to work on. The Supplier performs processing and/or modification of goods on our behalf. If our goods are processed together with other items which are not our property, we acquire co-ownership of the newly resulting item in the percentage of the value of our goods therein relative to that of the other constitutive processed items as of the time of such processing.
- d. If goods provided by us for processing/modification are inseparably intermingled with other goods that are not our property, we acquire ownership of the newly resulting goods in the percentage of the value of our goods relative to that of the other items intermingled therein as of the time of such intermingling. It is agreed that if intermingling results in the Supplier's goods being deemed as the primary item, the Supplier shall grant us proportional ownership. The Supplier shall in such case hold our solely owned or co-owned property in custody for us.

11. Force majeure

In cases of force majeure, including particularly war, civil war, terrorism, embargo, sabotage, fire, flood, volcanic eruption, strike and lawful lockout—as well as epidemic or pandemic of a risk level designated by the Robert Koch Institute as “moderate” or greater—the contracting party thereby affected shall be released from obligation to provide or accept products and/or services for the duration thereof, where affected.

12. Confidentiality

- a. The Supplier is obligated to uphold strict confidentiality regarding any and all graphics/illustrations, drawings, calculations, other documents and information received. These may only be disclosed to third parties with our express consent. These confidentiality obligations shall continue to apply after order fulfilment. These obligations shall be extinguished if and when the information/knowledge represented by the graphics/illustrations, drawings, calculations and/or other documents provided becomes public knowledge.
- b. Documents prepared at our expense or made available by us, such as graphics/illustrations, drawings, drafts, models, samples, calculations or other documents, may not be utilized to provide products or services to third parties, or otherwise for the Supplier's own purposes.
- c. The Supplier may only make reference to an existing business relationship with us in the Supplier's marketing materials with our prior written consent.

13. Concluding provisions

- a. Should any provision of these Terms & Conditions or of other covenants made be or become invalid, the validity of the remainder of the contract based thereupon shall not be thereby affected. The contracting parties shall negotiate in good faith to replace any invalid provision with a valid one which fulfils the business purpose behind the invalid provision to the closest possible extent.
- b. The law of the Federal Republic of Germany shall exclusively govern all contractual relationships between the Supplier and us; the United Nations Convention on Contracts for the International Sale of Goods (“CISG”) is disapplied.
- c. The place of performance for deliveries and services is the place of destination. The exclusive place of jurisdiction shall be our registered office. We are furthermore entitled to bring legal action within the jurisdiction of the Supplier's registered office.

(last updated: November 2023)