

General Terms and Conditions of Purchase of EBCO GmbH, D-79774 Albbruck, Gewerbestr.10

- 1. Purchase order**
 - 1.1 This purchase order was created electronically and is legally valid without a signature. The supplier must ensure that the data content is transferred correctly for further processing of the transferred data.
- 2. Payment**
 - 2.1 Payments made shall not constitute recognition of the delivery as being in accordance with the contract.
 - 2.2 In the event of defective delivery, the customer shall be entitled to withhold payment in proportion to the value until proper fulfillment. He is also entitled to offset claims of the supplier against debit notes or credit notes.
- 3. Prohibition of assignment**
 - 3.1 The Supplier is not authorised to assign its claims against the Purchaser or to have them collected by third parties without the Purchaser's prior written consent, which may not be unreasonably withheld. The Purchaser shall be entitled to refuse its consent to the assignment of claims of the Supplier if the assignee does not expressly confirm to it in writing that all rights of set-off and retention which the Purchaser has against the Supplier may also be exercised against it - the assignee. If the Supplier assigns its claim against the Purchaser to a third party contrary to these provisions without the Purchaser's consent, the assignment shall be ineffective. § Section 354a HGB remains unaffected by this.
 - 3.2 Offsetting by the customer with claims other than recognised or legally established claims is excluded.
- 4. Notification of defects**
 - 4.1 The Purchaser shall notify the Supplier in writing within 5 days of any obvious defects in the delivery as soon as they are discovered in the ordinary course of business. If quality assurance agreements have been made, their content shall take precedence over the provisions made here.
- 5. Delivery dates and deadlines**
 - 5.1 Agreed dates and deadlines are binding. Goods not delivered on time may be rejected without a separate declaration by the customer. Unless otherwise agreed, the Supplier shall deliver "DDP - Delivered Duty Paid" destination (Incoterms® 2020 rules by the International Chamber of Commerce).
 - 5.2 If an order is not accepted in writing by the supplier within 3 working days of receipt, it shall be deemed confirmed. The customer is entitled to cancel the order.
 - 5.3 The timeliness of the delivery depends on the time of receipt of the goods at the delivery address specified in the order. The opening hours of the customer's incoming goods department must be observed. In case of doubt, these are to be enquired about by the supplier.
 - 5.4 If circumstances arise which are likely to prevent the Supplier from delivering on time, the Supplier shall notify the Purchaser in writing without delay.
- 6. Delay in delivery**
 - 6.1 If the agreed dates and deadlines are exceeded, the supplier shall be in default without setting a further deadline. The Supplier shall be obliged to compensate the Purchaser for the damage caused by the delayed delivery within the framework of the statutory provisions even without setting a grace period.
- 7. Force majeure**
 - 7.1 Force majeure, in particular labour disputes, unrest, official measures, natural disasters, major accidents (e.g. plane crashes) and other unforeseeable, unavoidable events that cannot be controlled by the respective contractual partner shall release the respective contractual partner from its performance obligations for the duration of the disruption and the extent of its effect. If a case of force majeure lasts longer than thirty calendar days or if it is foreseeable at the time of its occurrence that it is highly likely to last longer than thirty calendar days, the other contracting party shall be entitled to withdraw from the contract and this shall also apply if, in the event of a force majeure event, it becomes apparent after its occurrence that it will last longer than originally assumed.
 - 7.2 In cases of force majeure, the contractual partners are obliged to provide the necessary information without delay within the scope of what is reasonable and to adjust their obligations to the changed circumstances in good faith.
- 8. Cancellation**
 - 8.1 The Customer may terminate the contractual relationship at any time if there is an objectively justified reason for doing so. In such a case, the Supplier shall be reimbursed for the costs incurred up to this point in time for the manufacture/procurement of the ordered products. No further claims of the Supplier shall arise from the cancellation.
- 9. Quality and documentation**
 - 9.1 The supplier is obliged to introduce, document and maintain a quality management system. The Buyer shall have the right to request copies of the quality management documents from the Supplier at any time and to verify compliance with the agreed quality assurance measures by means of audits and inspections.
 - 9.2 The Supplier is obliged to check the material provided by the Customer for its perfect condition within the scope of what is reasonable. In the event of any defects, processing may only take place with the express written authorisation of the Purchaser. If additional quality assurance or environmental protection agreements or special agreements are made between the Purchaser and the Supplier with regard to the respective delivery item, these agreements shall become part of the contract.
 - 9.3 Unless otherwise agreed, documented information (e.g. test results, test documents) must be kept for 15 years and, if requested, made available to the customer for inspection. After expiry of the retention period, documented information must be returned to the customer.
- 10. Prevention of counterfeit parts**
 - 10.1 The supplier is obliged to introduce and maintain a system to prevent the use of counterfeit parts. This includes in particular the training of appropriate persons with regard to the detection and prevention of counterfeit parts, the application of a monitoring programme for obsolete parts, control measures with regard to the purchase of externally sourced products, requirements to ensure traceability and verification and testing methods for the detection of counterfeit parts.
- 11. Information system, inspection**
 - 11.1 The Purchaser shall have the right to inspect the Product and all materials and parts received from the Supplier for the manufacture of the Product at any time and from time to time up to and including the acceptance test of the Product at the Supplier's factory or at the place of delivery. The Supplier hereby agrees to hand over the documents to the Purchaser for unrestricted use.
 - 11.2 The right of access to the affected areas of all facilities and to the corresponding documented information at every level of the supply chain also applies to the Purchaser's customers and to regulatory authorities.
- 12. Technical data and safety regulations**
 - 12.1 In connection with the recording of safety data, the supplier agrees to enclose with the initial sample test report a corresponding safety data sheet for all components containing hazardous substances, which fulfils the European requirements valid at the time of delivery. This also applies to all materials used for surface protection.
 - 12.2 Each delivery must contain the documents and information listed below: Purchaser's address, shipping address (if different from the order address), delivery note date, delivery note number, name and address of the sender, EBCO supplier number, EBCO order number and position, EBCO commission number (if available), EBCO part number (not the supplier's part number or drawing number) with index/description, Delivery quantity with indication of the unit of measure, number and type of packaging containers, shipping method, details of the forwarding agent, shipping conditions, CoC (Certificate of Conformity), test reports, acceptance test certificate/ CoC (Certificate of Conformity) and hazardous substance data sheet.
- 13. Traceability**
 - 13.1 If required, the Supplier undertakes to ensure the traceability of deliveries from the upstream supplier to the Purchaser, taking into account the production batches used.
- 14. Modification of products or processes**
 - 14.1 The Purchaser shall notify the Supplier in writing if there are any changes in the construction documents or if the requirements for the purchased components change.
 - 14.2 Changes on the part of the supplier with regard to material, manufacturing process, vendor parts or change of supplier must be agreed with the purchaser. Information about the change must be provided in good time and in full so that the Purchaser can check the scope of the planned change and object to it if it is suspected of having a negative impact.
- 15. Liability for defects**
 - 15.1 In the event of delivery of defective goods, the Purchaser may demand the following if the respective statutory requirements and the requirements listed below are met and unless otherwise individually agreed: a) Before commencing production (processing or installation), the Purchaser must first give the Supplier the opportunity to sort out the goods and to remedy the defect or to make a subsequent (replacement) delivery. If the Supplier fails to do so immediately, the Purchaser may withdraw from the contract without setting a further deadline and return the goods at the Supplier's risk. In urgent cases, after notifying the Supplier, the Purchaser may procure a replacement to the extent necessary to maintain its production, remedy the defect itself or have it remedied by a third party. The Supplier shall bear any costs incurred as a result. b) If the defect is only discovered after the start of production despite compliance with the obligation, the Purchaser may, at its discretion - demand subsequent fulfillment in accordance with § 439 (1), (3) and (4) BGB, or - reduce the purchase price, or - withdraw from the contract, or - demand compensation for damages or expenses if the statutory requirements are met.
 - 15.2 The parts to be replaced shall be made available to the Supplier by the Purchaser without delay upon request and at the Supplier's expense, unless the parts concerned have already been delivered or installed or it is impossible for the Purchaser to surrender them for other reasons.
 - 15.3 Products must be repaired by the Supplier within a maximum processing time of ten calendar days. The processing time begins when the Supplier receives the products to be repaired and ends when they are ready for despatch. If the Supplier fails to comply with the processing time, the Supplier agrees to pay, as a reasonable estimate of the loss suffered by the Buyer (and not as a penalty), 5% of the order value per day of exceeded processing time from the agreed delivery date as reasonable compensation, up to a maximum of 20%.
- 16. Liability**
 - 16.1 Unless a special liability provision has been made elsewhere in these Terms and Conditions, the Supplier shall be obliged in accordance with the statutory provisions to compensate the Purchaser for damages incurred directly or indirectly as a result of a faulty or defective delivery, due to a breach of safety regulations or other legal grounds attributable to the Supplier. Any limitation of the Supplier's liability to intent and gross negligence shall be ineffective vis-à-vis the Purchaser. The following provisions shall apply in particular:
 - 16.2 If claims are asserted against the Purchaser by third parties on the basis of non-waivable legal norms due to strict liability, the Supplier shall be liable to the Purchaser to the extent that the Supplier itself would be directly liable to the third party concerned in place of the Purchaser. The principles of § 254 BGB shall also apply mutatis mutandis to the compensation of damages between the Purchaser and the Supplier in the case of strict liability. This shall also apply in the event of a direct claim against the supplier.
 - 16.3 The Supplier shall be liable for measures taken by the Purchaser to avert damage (e.g. recall action) insofar as such measures appear reasonably necessary due to circumstances, defects, faults etc. attributable to the Supplier or the Purchaser is obliged to do so by law or by official or court order.
- 17. Reservation of title**
 - 17.1 The Buyer recognises a simple retention of title declared by the Supplier. Extended or expanded reservations of title, in particular group reservations, shall not be recognised.
- 18. General provisions**
 - 18.1 These General Terms and Conditions shall apply exclusively. General terms and conditions of the Supplier shall only apply insofar as the Purchaser has expressly agreed to them in text form.
 - 18.2 Insofar as a separate framework agreement has been agreed between the parties which deviates from these Terms and Conditions of Purchase, the provisions of the framework agreement shall take precedence. The same shall apply in the event that a quality assurance agreement exists between the parties.
 - 18.3 If the Supplier suspends its payments or if insolvency proceedings are instituted against its assets or out-of-court composition proceedings are applied for, the Customer shall be entitled to withdraw from the unfulfilled part of the contract or to terminate the contract.
 - 18.4 Should any provision of these terms and conditions or the other agreements made between the parties be or become invalid, unenforceable or unenforceable, this shall not affect the validity of the remainder of the contract. The contracting parties are obliged to replace the invalid, unenforceable or unenforceable provision with a provision that comes as close as possible to the economic purpose of the invalid, unenforceable or unenforceable provision.
- 19. Secrecy**
 - 19.1 The Supplier undertakes to treat all non-public commercial or technical details and construction documents that are or become known to it through the business relationship as business secrets and shall not disclose them to third parties. This shall also apply to any subcontractors of the Supplier.
- 20. Jurisdiction and place of fulfilment; applicable law**
 - 20.1 The place of fulfilment, also for subsequent performance, is EBCO's registered office in Albbruck.
 - 20.2 The exclusive place of jurisdiction for all disputes arising from or in connection with the contract shall be Waldshut-Tiengen. We shall also be entitled to assert claims at the customer's general place of jurisdiction.
 - 20.3 The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.