

General Purchasing Terms and Conditions

De Dietrich Germany Wangen GmbH
Sigmanner Weg 2
D-88239 Wangen im Allgäu, Germany

- hereinafter referred to as „DDWA“ -
General Purchasing Terms and Conditions 08/2025

1. Scope

1.1

These general purchasing terms and conditions (hereinafter referred to as „DDWA T & C“) apply to all business relationships of DDWA Process Technology GmbH (hereinafter referred to as „DDWA“) with suppliers, service providers or other suppliers (all hereinafter referred to as „Seller“). The DDWA T & C shall only apply if the Seller is an entrepreneur (Section 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law.

1.2

The DDWA T & C apply exclusively. The version of the DDWA T & C available at the time of conclusion of the contract shall be applicable. Deviating or conflicting general terms and conditions of the Seller shall not become part of the contract, even if DDWA has not expressly objected to them. This shall also apply if the Seller's offer or acceptance of an offer is made with reference to the precedence of its own general terms and conditions of business or even if DDWA accepts the delivery / service without reservation in the knowledge that the Seller's general terms and conditions of business conflict with or deviate from the DDWA T & C. Deviating or supplementary general terms and conditions of the Seller shall always only apply if expressly confirmed in writing by DDWA.

1.3

The DDWA T & C shall be deemed to have been accepted at the latest upon delivery of the goods or performance of the service.

1.4

The DDWA T & C shall also apply to all future business between the Seller and DDWA as the Buyer.

1.5

References to the applicability of legal provisions shall be for clarification purposes only. Even without clarification, the legal provisions shall apply insofar as they are not directly amended or expressly excluded by the specific contract and in particular in the DDWA T & C.

2. Conclusion of Contract, Form, Order of Validity

2.1

The specific contract for the ordered delivery/service is concluded by a written order from DDWA and the corresponding acceptance by the Seller, usually by a written order confirmation referencing the order. An order confirmation by the Seller may also be made by implied action.

2.2

Legally relevant declarations and notifications of the Seller with regard to the contract (e. g. setting of a deadline, reminder, withdrawal) shall be made in writing, i. e. in written or textual form (e. g. letter, e-mail, fax). A form deviating from this is also permissible if DDWA expressly provides for this for certain processes. Legal formal requirements and further proof, in particular in the event of doubts about the legitimacy of the person making the declaration, shall remain unaffected.

2.3

Individual agreements made with the Seller in individual cases which contain replacements, supplements, amendments or ancillary agreements with regard to the DDWA T & C (e. g. agreements in individually negotiated purchase contracts or in DDWA's purchase order) shall in all cases take precedence over the DDWA T & C. Subject to proof to the contrary, a written contract or written confirmation from DDWA shall be authoritative for the content of such agreements.

3. Delivery Time and Delay

3.1

The delivery times specified by DDWA in the order are binding. The timeliness of deliveries depends on the receipt of the goods and their documentation. The Seller is obligated to notify DDWA in writing without delay if the Seller is unable to comply with agreed delivery times for whatever reason. In doing so, the Seller shall state the reasons for the delay and its expected duration.

3.2

If the Seller fails to perform or fails to perform within the agreed delivery period or is in delay, DDWA's rights – in particular with regard to withdrawal and damages – shall be determined in accordance with the legal provisions. The regulations in the following clause 3.3 shall remain unaffected.

3.3

If the Seller is in delay, DDWA shall be entitled – in addition to further legal claims – to demand lump-sum compensation for the damage caused by the delay in the amount of 1 % of the net price per completed calendar week, but in total not more than 5 % of the net price of the goods delivered with delay. DDWA reserves the right to prove that higher damages were incurred.

4. Performance, Delivery, Transfer of Risk, Default of Acceptance

4.1

The scope of delivery or performance to be rendered by the Seller results in particular from a delivery and performance description agreed upon conclusion of the contract and / or a specification and / or any individually agreed contract concluded and / or the order placed by DDWA in connection with these DDWA T & C.

4.2

The Seller is fully and solely responsible for providing the service owed by him. The Seller shall bear the procurement risk for its services, unless otherwise agreed in individual cases. The Buyer is entitled to obtain information about third parties commissioned by the Seller.

4.3

Delivery shall be made in accordance with DDP (Incoterms 2020) to the place specified by DDWA in the order. If the place of destination is not specified and no other agreement has been made, delivery shall be made to DDWA's registered office in Simoniusstr. 13, 88239 Wangen, Germany. The respective place of destination is also the place of performance for the delivery and any subsequent performance (obligation to fulfill).

4.4

DDWA shall accept partial deliveries only after express prior written agreement. In the case of agreed partial deliveries, the remaining quantity must be listed.

4.5

The delivery shall be accompanied by a delivery note stating the date (issue and dispatch), contents of the delivery (article number and quantity) as well as DDWA's order (order number and date). If the delivery note is missing or incomplete, DDWA is not responsible for any resulting delays in processing and payment.

4.6

The risk of accidental loss and accidental deterioration of the goods shall pass over to DDWA upon handover at the place of performance. Insofar as acceptance has been agreed, it shall be decisive for the transfer of risk. In all other respects, the legal provisions of the law governing contracts for work and services shall also apply mutatis mutandis in the event of acceptance. Handover or acceptance shall be deemed equivalent if DDWA is in default of acceptance.

4.7

DDWA's default of acceptance shall be governed by the legal provisions. However, the Seller must also expressly offer DDWA its performance if a specific or determinable calendar time has been agreed for an action or cooperation by DDWA (e. g. provision of material). If DDWA is in default of acceptance, the Seller may demand compensation for its additional expenses in accordance with the legal provisions (§ 304 German Civil Code (BGB)). If the contract relates to a non-representable item to be manufactured by the Seller (individual production), the Seller shall only be entitled to further rights if DDWA undertakes to cooperate and is responsible for the failure to cooperate.

4.8

In the interest of DDWA's customers and in order to ensure DDWA's status as Authorized Economic Operator within the meaning of the relevant legal provisions of the European Union on customs law (hereinafter „AEO“), the Seller shall ensure (1.) that goods produced, stored, transported, delivered to or accepted by AEO on behalf of the Seller are produced, stored, processed and loaded at secure operating sites and / or secure transshipment locations, (2.) that the personnel employed during the production, storage, processing, transport and takeover of such goods are reliable and (3.) that third parties acting on behalf of the Seller are also obligated in accordance with the above regulations to take appropriate measures to secure the supply chain.

5. Prices and Terms of Payment

5.1

The price stated in the order is binding. All prices are exclusive of legal sales tax, if any.

5.2

Unless otherwise agreed in the individual case, the price shall include all services and ancillary services of the Seller (e. g. installation, assembly) as well as all ancillary costs (e. g. proper packaging, transport costs including any transport and liability insurance).

5.3

Unless expressly and individually agreed otherwise, the agreed price shall be due for payment within 30 calendar days of complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice.

5.4

Invoices are deemed to be proper if they are transmitted to DDWA electronically via the pre-agreed transmission channel, the order numbers shown in the corresponding DDWA order, the order items as well as the order data are stated

and all other legal requirements for invoicing (e. g. tax-related provisions) are observed. If the *Seller* does not comply with their aforementioned obligation to properly issue invoices, *DDWA* cannot ensure proper processing of the relevant invoices and is entitled to refuse payment until receipt of a proper invoice for lack of due date. Any delays caused by this shall be at the expense of the *Seller*.

5.5
DDWA shall not owe any interest on maturity. To the delay in payment, the legal provisions shall apply.

5.6
DDWA shall be entitled to rights of set-off and retention as well as the objection of non-performance of the contract to the extent permitted by law. *DDWA* is in particular entitled to withhold payments due as long as *DDWA* is still entitled to claims against the *Seller* arising from incomplete or defective performance.

5.7
The *Seller* shall have a right of set-off or retention only in respect of counterclaims which have become res judicata or are undisputed.

6. Defective Delivery

6.1
DDWA's rights in the event of defects in the goods or services (including incorrect and defective installation, operating or instructions manuals) and in the event of other breaches of duty by the *Seller* shall be governed by the legal provisions, unless otherwise stipulated below.

6.2
In accordance with the legal provisions, the *Seller* shall be liable in particular for ensuring that the goods or services have the agreed quality at the time of transfer of risk to *DDWA*. An agreement on the quality shall in any case be deemed to be a description of delivery and performance and / or specification agreed upon conclusion of the contract and / or the relevant content from an individually agreed contract concluded, if applicable, and / or the relevant content of an order from *DDWA* in conjunction with these *DDWA T & C*. In this context, it makes no difference whether a delivery or performance description and / or a specification originates from *DDWA*, from the *Seller* or from another manufacturer.

6.3
DDWA is not obligated to inspect the goods or make special inquiries about any defects upon conclusion of the contract. In partial deviation from Section 442, Paragraph 1, Sentence 2 of the German Civil Code (BGB), *DDWA* shall therefore also be entitled without restriction to claims for defects if *DDWA* remained unaware of the defect at the time of conclusion of the contract as a result of gross negligence.

6.4
The legal provisions (Sections 377, 381 German Commercial Code (HGB)) shall apply to the commercial obligation to inspect and give notice of defects, subject to the following provisions: *DDWA*'s obligation to inspect shall be limited to defects which become apparent during the incoming goods inspection at *DDWA* under external examination including the delivery documents (e. g. transport damage, incorrect and short delivery) or which are identified during the quality inspection at *DDWA* in a random sampling procedure. Insofar as acceptance has been agreed, there shall be no obligation to inspect. In other respects, it depends on the extent to which an investigation is possible in the ordinary course of business, taking into account the circumstances of the individual case. The obligation to give notice of defects discovered later remains unaffected. Notwithstanding *DDWA*'s duty to inspect, a complaint by *DDWA* (notice of defect) shall in any case be deemed to have been made without delay and in good time if it is sent within 5 working days of discovery or, in the case of obvious defects, of delivery.

6.5
Subsequent performance shall also include the removal of defective goods and their re-installation, provided that the goods have been installed in another item or attached to another item in accordance with their type and purpose of use; *DDWA*'s legal claim to reimbursement of corresponding expenses shall remain unaffected. The expenses necessary for the purpose of inspection and subsequent performance shall be borne by the *Seller* even if it turns out that there was actually no defect. *DDWA*'s liability for damages in the event of an unjustified request for rectification of defects remains unaffected; however, it is limited to positive knowledge or grossly negligent lack of knowledge of the defects concerned.

6.6
Notwithstanding *DDWA*'s legal rights and the provisions in Section 6.5, the following shall apply: If the *Seller* fails to meet its obligation of subsequent performance – at *DDWA*'s option by remedying the defect (repair) or by delivery of a defect-free item (replacement) – within a reasonable period of time set by *DDWA*, *DDWA* may remedy the defect on its own and demand reimbursement from the *Seller* of the expenses required for this or a corresponding advance payment. If subsequent performance by the *Seller* has failed or is unreasonable for *DDWA* (e. g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), no deadline needs to be set; *DDWA* shall inform the *Seller* of such circumstances without delay, if possible, in advance.

6.7
In other respects, *DDWA* shall be entitled to reduce the purchase price or to withdraw from the contract in the event of defects in accordance with the legal provisions. In addition, *DDWA* shall be entitled to compensation for damages and expenses in the event of defects as well as other breaches of duty in accordance with the legal provisions.

7. Supplier Recourse

7.1
DDWA shall be entitled without restriction to the legally determined recourse claims of *DDWA* within a supply chain in addition to the defect claims. *DDWA* is in particular entitled to demand from the *Seller* exactly the type of subsequent performance (repair or replacement delivery) that *DDWA* owes its customer in the individual case. This does not restrict *DDWA*'s legal right of choice.

7.2
DDWA's claims under supplier recourse shall also apply if the defective goods have been further processed by *DDWA* or another contractor, e. g. by incorporation into another product.

8. Manufacturer Liability

8.1
If the *Seller* is responsible for product damage, they shall indemnify *DDWA* against third-party claims to the extent that the cause falls within its sphere of control and organization and the *Seller* is liable in relation to third parties.

8.2
Within the scope of its indemnification obligation, the *Seller* shall reimburse expenses pursuant to Sections 683, 670 of the German Civil Code (BGB) arising from or in connection with a third party claim including recall actions carried out by *DDWA*. *DDWA* will inform the *Seller* about the content and scope of recall actions – as far as possible and reasonable – and provide the *Seller* the opportunity to comment. Any other legal claims shall remain unaffected.

8.3
The *Seller* undertakes to take out and maintain for the duration of the business relationship adequate insurance protection, in particular with regard to personal injury, property damage and financial loss, as regards both the grounds as well as the amount of at least EUR 5 million, which is customary in the industry. The *Seller* shall provide *DDWA* with appropriate insurance certificates upon request. The *Seller* hereby assigns in advance to *DDWA* all its claims for payment against the Insurers in connection with the contractual objects; *DDWA* accepts this assignment. The *Seller*'s liability shall not be limited by the conclusion of the insurance policies and the assignment of the insurance claims.

9. Statute of Limitation

9.1
The mutual claims of the contracting parties shall come under the statute of limitations in accordance with the legal provisions, unless otherwise stipulated below.

9.2
Notwithstanding Section 438, Paragraph 1 No. 3 of the German Civil Code (BGB), the general limitation period for claims for defects shall be 3 years from the transfer of risk. Insofar as acceptance has been agreed, the limitation period shall commence upon acceptance. The 3-year limitation period shall also apply accordingly to claims arising from defects of title, whereby the legal limitation period for third party claims in rem for surrender of property (Section 438, Paragraph 1, No. 1 of the German Civil Code (BGB)) shall remain unaffected; in addition, claims arising from defects of title shall in no case come under the statute of limitations as long as the third party can still assert the right – in particular in the absence of a limitation period – against *DDWA*.

9.3
The limitation periods of the sale of goods law including the above extension shall apply – to the legal extent – to all contractual claims for defects under sale of goods law. Insofar as *DDWA* is also entitled to non-contractual claims for damages due to a defect, the regular legal statute of limitations shall apply (Sections 195, 199 of the German Civil Code (BGB)), unless the application of the statute of limitations of the sale of goods law results in a longer statute of limitations in individual cases.

10. Retention of Title

10.1
DDWA reserves the property rights and copyrights to illustrations, plans, drawings, calculations, implementation instructions, product descriptions and other documents.

10.2
The above provision shall apply mutatis mutandis to substances and materials (e. g. software, finished and semi-finished products) as well as to tools, templates, samples and other items which *DDWA* provides to the *Seller* for production. Such items shall – as long as they are not processed – be stored separately at the *Seller*'s expense and insured to a reasonable extent against destruction and loss.

10.3
Any processing, mixing or combination (further processing) of provided items by the *Seller* shall be carried out for *DDWA*. The same applies in the event of further processing of the delivered goods by *DDWA*, so that *DDWA* is deemed to be the manufacturer and acquires ownership of the product at the latest upon further processing in accordance with the legal provisions.

10.4
The transfer of ownership of the goods to *DDWA* shall be unconditional and without regard to the payment of the price. However, if *DDWA* accepts in an individual case an offer of the *Seller* for transfer of title conditional on payment

of the purchase price, the *Seller's* retention of title shall expire at the latest upon payment of the purchase price for the delivered goods. *DDWA* shall remain authorized to resell the goods in the ordinary course of business even prior to payment of the purchase price with advance assignment of the resulting claim (alternatively, the simple reservation of title extended to the resale shall apply). This excludes all other forms of retention of title, in particular the extended retention of title, the passed-on retention of title and the retention of title extended to further processing.

11. Documentation, Compliance and Cooperation Obligations of the Seller

11.1

The *Seller* is obligated to prepare or have prepared any product and safety data sheets as well as declarations of performance pertaining to the goods or services and to make these available to *DDWA* without being requested to do so upon delivery of the goods or performance of the service. The same applies in case of necessary changes. The *Seller* is responsible for any incorrect information.

11.2

The *Seller* undertakes to observe and comply with all relevant provisions of public law including all legally prescribed environmental, sustainability, labor and social standards and, in particular, information and labeling obligations resulting therefrom in connection with the goods or services and, where applicable, their transport, in particular and not conclusively, where applicable, the Chemicals Prohibition Ordinance (ChemVerbotsV), the Dangerous Goods Ordinance Road (GGVS) incl. European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), the Product Safety Act (ProdSG) including the related ordinances, the Product Safety Ordinance (ProdSV), the Ordinance on Industrial Safety and Health (BetrsichV), the Ordinance on the Export and Import of Dangerous Chemicals (EU Import / Export Ordinance), the Ordinance on the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) and the Directive on the Use and Placing on the Market of Hazardous Substances in Electrical and Electronic Equipment (RoHS Directive).

11.3

The *Seller* assumes as an essential contractual obligation to provide *DDWA* during all phases of its performance with the necessary information and materials to be delivered in time and in form, quality and scope appropriate to the purpose, as well as to make without delay all declarations required by *DDWA* with regard to compliance with relevant regulations.

11.4

The *Seller* undertakes to compensate *DDWA* for any damages in the event of a breach of the obligations under the above Sections 11.1 to 11.3 and to indemnify *DDWA* against such damages in the event that *DDWA* is held liable by a third party. This includes in particular the reimbursement of any fines as well as consequential costs (e. g. due to product recalls, etc.) and the costs for a legal defense in an appropriate amount.

12. Confidentiality

12.1

Any illustrations, plans, drawings, calculations, implementation instructions, product descriptions and other documents provided by *DDWA* are to be used exclusively for the contractual performance and returned to *DDWA* after completion of the contract. The documents must be kept secret from third parties, even after termination of the contract. Exceptions to this require the express prior consent of *DDWA*. The obligation to maintain confidentiality shall only expire if and to the extent that the knowledge contained in the documents provided has become generally known.

12.2

The above provision shall apply mutatis mutandis to substances and materials (e. g. software, finished and semi-finished products) as well as to tools, templates, samples and other items which *DDWA* provides to the *Seller* for the performance of its services.

12.3

Insofar as *DDWA* and the *Seller* have concluded a separate confidentiality agreement, this shall take precedence over the *DDWA T & C*.

13. Data Protection

13.1

Insofar as the contracting parties make personal data available to each other or one contracting party makes personal data available to the other contracting party, such data may only be used for the purposes of the project(s) (Art. 5, para. 5 1 lit. b GDPR). Processing for other purposes is not permitted. The contracting parties confirm that the persons employed by them or otherwise commissioned by them have been or will be comprehensively informed about the provisions of data protection law before commencing their activities so that they can fulfill their obligations under data protection law and the contract.

13.2

In the absence of a legal basis, the contracting parties may not disclose personal data provided to third parties or make such data accessible to third parties without a separate authorization expressly granted in advance by the respective other contracting party.

13.3

Detailed information on data processing by *DDWA*, in particular also on the rights as a data subject, can be found in the data protection information for customers and suppliers and can be accessed at <https://www.heinkel.de/datenschutzklarung/>.

14. Transfer of Contractual Obligations to Third Parties

14.1

The obligations of the *Seller* under the contract with *DDWA* shall also apply, where applicable, to any third parties who legitimately perform obligations under the contract with *DDWA* for the *Seller* or in its place with the consent of *DDWA*.

14.2

The *Seller* therefore undertakes to impose the obligations arising from the contract with *DDWA* also on these third parties – insofar as and to the extent that this obligation to transfer is not already expressly regulated elsewhere in the *DDWA T & C*.

15. Choice of Law and Place of Jurisdiction

15.1

The *DDWA T & C* and the contractual relationship between *DDWA* and the *Seller* shall be governed by the laws of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

15.2

If the *Seller* is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the exclusive – including international – place of jurisdiction for all disputes arising from the contractual relationship shall be the Regional Court of Wangen. The same shall apply if the *Seller* is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB). *DDWA* is also entitled in all cases to bring an action at the place of performance of the delivery obligation in accordance with the *DDWA T & C* or a prior individual agreement or at the general place of jurisdiction of the *Seller*. Overriding legal provisions, in particular on exclusive competences, shall remain unaffected.

16. Primary Version of Language

The *DDWA T & C* are provided in German and English. Since the *DDWA T & C* have been created and arranged in accordance with German law, the English language version is for information purposes only. In the event of inconsistencies between the language versions, transcription errors or questions of interpretation, the German language version shall prevail.