

GPC – TECHNIKUM LAUBHOLZ

General Terms and Conditions of Purchase (GPC) of Technikum Laubholz GmbH

As of: March 1, 2025

§ 1 Scope of application; defense clause

- (1) These GPC shall apply to all our business relationships with our suppliers/subcontractors (hereinafter uniformly referred to as "Supplier(s)") if the Supplier is an entrepreneur (Section 14 of the German Civil Code (BGB)), a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law. These GPC shall apply in particular to the purchase of movable goods, regardless of whether the Supplier manufactures/produces them in whole or in part itself or procures them from its suppliers/subcontractors.
- (2) Our GPC shall apply exclusively. Conflicting, deviating or supplementary terms and conditions of the Supplier are hereby rejected and shall not become part of the contract unless we expressly agree to their validity. For example, it shall not constitute consent if we, with knowledge of the supplier's terms and conditions, place orders without reservation, accept deliveries or other services or directly or indirectly refer to letters etc. which contain the supplier's or third parties' terms and conditions.

§ 2 Conclusion of contract, content and proof; written form

- (1) Only our written orders or orders confirmed by us in writing shall be binding. The Supplier shall notify us of obvious errors (in particular obvious miscalculations, incorrect product specifications or incompleteness) in our orders (including associated documents) for the purpose of our possibility of correction prior to conclusion of the contract.
- (2) The Supplier may only accept our orders by written confirmation within the binding period stated therein, if applicable, or otherwise within 10 working days from the date stated in the order. Decisive for the observance of the deadline is its receipt by us. Delayed acceptances shall be deemed to be offers with exclusively the content of our associated expired order; we are free to accept them and they shall only be binding in writing.
- (3) Legally relevant declarations and notifications by the supplier after conclusion of the contract (e.g. setting of

deadlines, reminders, declarations of withdrawal) must be made in writing to be effective.

- (4) A simple e-mail shall also suffice as written form, in each case also without signature (text form), unless a deviating (stricter) form has been expressly agreed. We reserve the right to demand evidence in the event of doubt as to the legitimacy of the supplier's declaration or the binding nature of his declaration. Mandatory statutory formal requirements shall remain unaffected.
- (5) Individual – including verbal – contractual agreements shall always take precedence over these GPC (Section 305b BGB). Subject to proof to the contrary, any written agreement or, if no such agreement exists, our written confirmation shall be decisive for the proof of its content.

§ 3 Reservation of rights; confidentiality

- (1) We reserve all property rights, copyrights and industrial property rights to all confidential documents, materials and other items (essentially our order documents, plans, drawings, illustrations, calculations, product descriptions/specifications, manuals, samples, models and other physical and/or electronic items, documents, information and objects) provided by us to the supplier.
- (2) The supplier may not make the aforementioned items or their confidential contents accessible or communicate them to third parties or its own employees who are not involved, nor utilize, reproduce or modify them, unless we have expressly given our consent in text form. He shall treat them confidentially, use them exclusively for the contractual purposes and return them to us in full at our request and destroy/delete any copies (including electronic copies) unless they are required in accordance with statutory retention obligations or for the performance of the contract. At our request, the completeness of the return and destruction/deletion must be confirmed and, if this confirmation is not provided, it must be stated in writing which items are still required and for what reasons.

§ 4 Other delivery modalities; delay in performance, default; default in acceptance

- (1) The time of performance specified in our order or other times of performance of the Supplier resulting from these GPC or the rest of the contract (in particular delivery dates or periods until delivery) (uniformly referred to as "delivery time") shall be binding and must be complied with by the Supplier. If no delivery time is specified in our order and not otherwise agreed, it shall be 2 weeks from conclusion of the contract. The supplier shall inform us immediately in writing as soon as it realizes that it will probably not be able to meet a delivery time, how long the expected delay will last and the specific reason for the delay.
- (2) Early deliveries and/or partial deliveries (partial deliveries) are only permitted with our prior written consent. The supplier must ask us immediately if he intends to perform prematurely and/or in part. There is no entitlement to our consent.
- (3) If the supplier fails to perform or fails to perform within the agreed delivery period or is in default, our rights – in particular to rescission and damages – shall be determined in accordance with the statutory provisions. If the day on which the supplier must perform at the latest is specified in the contract or can be determined on the basis of the contract, the supplier shall automatically be in default at the end of this day without the need for a reminder; however, the statutory requirement to set a deadline before our withdrawal or before our claim for damages in lieu of performance shall remain unaffected. The statutory provisions on the dispensability of the reminder and the requirement to set a deadline shall also remain unaffected.
- (4) The statutory provisions shall apply to our default of acceptance. However, the supplier must also expressly offer us its performance if a time is determined according to the calendar for an action to be performed by us (e.g. provision of material) or can be calculated according to the calendar from an event preceding this action. If we are in default of acceptance, the supplier may demand compensation for its additional expenses in accordance with the statutory provisions (§ 304 BGB). If the contract relates to a non-fungible item to be manufactured by the supplier (e.g. a custom-made product) (§ 651 sentence 3 BGB), the supplier shall only be entitled to further claims and rights (from § 650 sentence 3 in conjunction with §§ 642, 643 BGB) if we have undertaken to cooperate and are responsible for the failure to cooperate.

- (5) If it has been agreed that delivery is to be made by us, this shall only be owed up to the kerbside, unless otherwise agreed.

§ 5 Prices, invoices, documents, payment terms and delays

- (1) The price stated in our order is fixed and binding. It is inclusive of statutory value added tax if this is not shown separately.
- (2) The price shall also include all shipping and transportation services, all other services and ancillary services (e.g. assembly/installation, assembly, installation, commissioning, setup, adjustment, trial run and/or instruction in use), as well as customs duties and other charges, unless expressly agreed otherwise in writing in the contract. The Supplier shall take back packaging material at its own expense at our request.
- (3) A delivery bill shall be enclosed with the delivery. A dispatch note shall be sent to us by email at the start of dispatch. Order confirmations, delivery bills, dispatch notes, other delivery documents and invoices of the supplier must always indicate date of issue, planned or actual date of dispatch, contents of the delivery, supplier's article number, quantity, our order date, our order number, unit and final prices. In the event of our delayed processing due to incomplete or incorrect information or documents, we shall not be responsible for the delay; our payment deadline shall be automatically extended by a reasonable period of time. Our right to complete information/documents remains unaffected.
- (4) (a) Subject to paragraph (b), we shall pay the Supplier within 30 calendar days of our receipt of both the service and the mandatory associated invoice or equivalent payment schedule. The Supplier's claim for payment shall become due at the earliest upon expiry of this period. (c) If acceptance or other inspection of the Supplier's performance has been agreed, we shall be entitled to 15 calendar days after our receipt of the performance, unless otherwise agreed in the individual case. Our 30-day payment period and the due date according to paragraph (a) shall remain unaffected; in particular, our 30-day payment period shall not be extended.
- (5) We shall not owe any interest on arrears. The statutory provisions shall apply to our default in payment.

§ 6 Rights of set-off and retention

- (1) (a) We shall be entitled to all set-off rights and rights of retention (in particular § 273 BGB) as well as the defenses of non-performance of the contract, defectiveness (in each case § 320 BGB) and uncertainty (§ 321 BGB) to the full extent permitted by law. In particular, we shall be entitled to withhold our entire payment for the respective goods as long as we are still entitled to a claim for incomplete or defective performance under the contractual relationship concerned, unless otherwise stipulated in Section 320 (2) BGB.

(b) We shall also be entitled to refuse payment of the entire purchase price in accordance with § 320 para. 1 BGB and to refuse acceptance of the entire goods in accordance with § 273 para. 1 BGB until the defect has been remedied (i.e. until delivery of defect-free goods), even in the case of remediable (instead of only irremediable) defects, unless special circumstances indicate that we would exercise this respective right of retention in a manner contrary to good faith (§ 242 BGB).

- (2) The Supplier shall (a) only be entitled to set-off insofar as its counterclaim is either (aa) undisputed by us or (bb) has been legally established or (cc) is in a reciprocal relationship (synallagma) with our claim against which the Supplier is setting off; (b) only be entitled to assert a right of retention insofar as its counterclaim is either (aa) undisputed by us or (bb) has been legally established.

§ 7 Retention of title by the supplier; manufacturer's clause

- (1) The transfer of ownership of the goods to us shall be unconditional and without regard to our payment of the purchase price, but subject to the following paragraphs.
- (2) If, in deviation from paragraph (1), we accept an offer of transfer of title (retention of title) from the supplier conditional on our payment of the purchase price or if a retention of title by the supplier is otherwise established (e.g. by express agreement with us or by virtue of mandatory law), this respective retention of title shall expire at the latest upon our full payment of the purchase price for the goods delivered in each case.
- (3) If there is a reservation of title in accordance with paragraph (2), we are authorized in the ordinary course of business even before payment of the purchase price
- (a) to resell the goods under advance assignment – hereby declared by us – to the supplier of our purchase price claim arising from the respective resale

(extended retention of title). All other forms of retention of title are excluded, in particular the extended, forwarded retention of title and the retention of title extended to further processing.

(b) authorized to process, transform, combine, mix and blend the goods. This is always done for us as the manufacturer, in our name and for our account. We thereby acquire ownership in accordance with the relevant statutory provisions (if we have not already acquired ownership by paying the purchase price).

§ 8 Rights in the event of material defects and defects of title and other breaches of duty; procurement risk

- (1) The statutory provisions shall apply without restriction to our rights in the event of material defects and defects of title in the goods (including incorrect/short delivery, faulty assembly or similar services and faulty instructions) and in the event of other breaches of duty by the supplier. These GPC shall apply in addition.
- (2) If the goods are defective, we may, at our discretion, demand subsequent performance by remedying the defect (subsequent improvement) or delivery of defect-free goods (replacement delivery). If defective goods have been installed in another item or attached to another item in accordance with their nature and intended use, subsequent performance shall also include, at our discretion, (a) the removal of the defective goods and the installation or attachment of the repaired or newly delivered defect-free goods or (b) the payment of our necessary expenses.
- (3) The supplier shall bear the procurement risk for its services, unless expressly agreed otherwise (e.g. a limitation of the obligation to perform to certain stocks). We do not recognize warranty or liability-limiting clauses of the supplier as a whole and hereby object to them.

§ 9 Product and producer liability; product warnings and recalls; information obligations; insurance Obligation

- (1) If claims are asserted against us by a third party by way of product and/or producer liability due to personal injury or property damage and if this damage is attributable to a defective product of the supplier, the supplier shall indemnify us against these claims – insofar as he himself is liable in relation to third parties.
- (2) If we are obliged to carry out a product warning or recall due to the defectiveness of a product of the

supplier and the resulting danger to persons and/or property, the supplier shall also bear the product warning or recall costs as part of its indemnification obligation under para. 1. Further statutory claims on our part and the supplier's own statutory product warning and recall obligations shall remain unaffected. We shall inform the supplier immediately of any impending product warning and recall measures – as far as possible and reasonable – and give him the opportunity to comment.

- (3) If the supplier receives indications that its goods unexpectedly create danger for persons and/or property, it must inform us immediately in writing of the cause, type and extent of the danger. This applies in particular in the case of product defects. Statutory information and warning obligations shall remain unaffected.
- (4) The supplier is obliged to maintain product liability insurance at its own expense with cover of at least EUR 10 million per personal injury or property damage. This insurance need not cover the recall risk or punitive or similar damages, unless we have agreed otherwise with the supplier. At our request, the supplier shall provide us with evidence of the existence and scope of the insurance at any time by providing us with a confirmation of insurance and/or a copy of the insurance contract (policy).

§ 10 Spare parts

- (1) The supplier shall keep spare parts for the goods delivered to us ready for delivery. He shall accept our orders for appropriate quantities of spare parts at his then usual prices. However, the aforementioned obligations shall be limited to (a) those parts of the goods which are subject to wear and tear within the normal service life of the goods and (b) the period of ten (10) years from the last delivery of the goods (meaning: goods issue at the supplier's premises) to us.
- (2) If the supplier decides to discontinue or significantly reduce the production of spare parts for goods delivered to us, it shall notify us of this decision without delay. There must be at least six (6) months between the decision and the discontinuation/reduction of production.

§ 11 Statute of limitations

- (1) The limitation period for our claims and those of the supplier shall be governed by the statutory provisions, subject to the following paragraphs.

- (2) Notwithstanding § 438 para. 1 no. 3 BGB, the general limitation period for contractual claims due to material defects and defects of title shall be two (2) years from delivery within the meaning of § 438 para. 2 BGB and (equivalently) § 377 para. 1 HGB. If the supplier provides partial services, delivery shall only be deemed to have taken place upon completion of the last partial service. If the supplier owes further services in addition to the delivery, such as in particular the assembly or a similar service (e.g. assembly, installation, installation, commissioning, setup, adjustment, test run and/or instruction in use), delivery as a whole shall only be deemed to have taken place upon completion of these further services. If acceptance has been agreed, the limitation period shall not commence until acceptance has taken place.
- (3) Claims arising from defects of title shall not become time-barred as long as the third party (i.e. the holder of the claim or right giving rise to the defect) can still assert its claim or right against us – in particular in the absence of a limitation period.
- (4) The regular statutory limitation period (§§ 195, 199 BGB) shall apply to any non-contractual claims for defects. However, if the application of the limitation periods for contractual claims (paragraphs (2) and (3) above) leads to a longer limitation period, this shall also apply to non-contractual claims.
- (5) In any case, the limitation period for our warranty claims shall be suspended upon receipt of our written notice of defects by the supplier. The suspension shall continue until the supplier (a) finally rejects our claims or (b) finally rejects the continuation of negotiations or (c) declares the defect finally remedied. Renewed and multiple suspensions shall remain possible in any case. The full original limitation period for our warranty claims with regard to the repaired parts or the defective parts replaced by the subsequent delivery shall recommence upon rectification of a defect or subsequent delivery of defect-free goods, unless we had to assume from the supplier's conduct that he did not consider himself obliged to provide subsequent performance, but only did so as a gesture of goodwill or for similar reasons. This shall not affect the statutory provisions on the suspension and renewal of the limitation period.

§ 12 Duty to inform in the event of product safety measures

If official measures take place at or against the supplier which affect goods delivered to us or ordered by us (in particular measures under product safety law,

such as the ordering of a recall or preliminary measures), or if the supplier considers such measures of its own (in particular a notification to a market surveillance authority or a recall), it shall inform us immediately in writing. The same shall apply if the supplier learns of such measures at or against its supplier(s) that affect components of the goods delivered to us or ordered by us. Section 9(3) above shall remain unaffected.

§ 13 Prohibition of assignment, subject to Section 354a (1) HGB

The supplier is not entitled to assign its claims against us to third parties. In addition, § 354a para. 1 HGB remains unaffected.

§ 14 No subcontractors or other third parties

Without our prior written consent, the supplier shall not be entitled to have its services owed to us performed by third parties (e.g. subcontractors). Consent may be granted to the supplier as a lump sum for all third parties or specifically for individual third parties.

§ 15 Place of fulfillment

- (1) The place of performance for all deliveries and services of the Supplier shall be the place of delivery, unless a different delivery address is specified in the contract:

Technikum Laubholz GmbH
SCHULER Warenannahme – Wareneingang
Sauerbrunnenstr. 6
73033 Göppingen

- (2) The possibility of a further place of performance remains unaffected.

§ 16 Choice of law and jurisdiction

- (1) These General Terms and Conditions of Purchase and the contractual relationship between us and the supplier are subject exclusively to the law of the Federal Republic of Germany ("FRG"). The UN Convention on Contracts for the International Sale of Goods (CISG) and other international uniform law do not apply. Any claims of a non-contractual nature that are related to

these General Terms and Conditions of Purchase or the contractual relationship are also subject exclusively to the law of the FRG.

- (2) If the supplier 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, or if it has no general place of jurisdiction in the Federal Republic of Germany, our registered office in Göppingen (Ulm) is the exclusive - including international - place of jurisdiction for all disputes arising directly or indirectly from these General Terms and Conditions or the contractual relationship between us and the supplier or in connection with them. The same applies if the supplier is an entrepreneur (Section 14 of the German Civil Code). In all cases, we are entitled, at our discretion, to instead bring the case before the courts at the general (possibly foreign) place of jurisdiction of the supplier or at the place of performance (Section 15). Our right to serve notice of dispute on the supplier remains unaffected if we are sued by third parties in Germany or abroad in connection with the supplier's products or services.
- (3) Mandatory statutory provisions, in particular those concerning exclusive jurisdiction, remain unaffected.