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## Terms and Conditions of Purchase

Applicable to business transactions with companies, legal persons under public law and public law special funds for regulating our purchasing procedures as part of our global business activities.

### 1. General:

Our Terms and Conditions of Purchase shall apply exclusively; we will only recognize any contradictory General Terms and Conditions or terms of Supplier that deviate from our Terms and Conditions of Purchase insofar as we have expressly agreed to them in writing. The acceptance of goods or services from Supplier (hereinafter referred to as: contractual object) or payment for such goods or services shall not constitute such approval, even if the acceptance or payment is provided in awareness of the contradictory or supplementary contractual conditions of Supplier. Likewise, any previously agreed contractual conditions of Supplier that contradict or supplement these Terms and Conditions of Purchase shall no longer be recognized.

### 2. Contractual conclusion and contractual amendments

- 2.1. Orders, transactions and call-offs, as well as amendments and supplements to the same, shall require the written form.
- 2.2. Oral agreements of all kinds – including subsequent amendments and supplements to our Terms and Conditions of Purchase – shall require written confirmation from us to be valid.
- 2.3. The written form requirement can also be fulfilled through fax, remote data transmission, or e-mail.
- 2.4. Cost estimates are binding and shall not be compensated, unless otherwise expressly agreed.
- 2.5. If Supplier does not accept the order within two weeks from receipt, we are entitled to revoke it.
- 2.6. Order releases within the framework of order and order release planning are binding if Supplier does not object to this within two business days after receipt.
- 2.7. The packaging and labeling instructions for suppliers of RHEINTACHO Messtechnik GmbH apply (available on the following page: <https://www.rheintacho.de/en/company/purchasing/>).

### 3. Delivery

- 3.1. Agreed deadlines and terms are binding. Our receipt of the goods shall be decisive in determining compliance with the delivery deadline or term. If a delivery “free of charge to the factory” (DAP or DDP according to Incoterms© 2020) is not agreed, Supplier shall provide the goods promptly at the time agreed with the freight company for loading and shipping.
- 3.2. If Supplier has accepted responsibility for set-up or assembly, Supplier shall bear all necessary costs in this respect, such as travel expenses, providing tools, and activation. .
- 3.3. If agreed deadlines are not met, the statutory regulations shall apply. If Supplier believes it will have difficulty in production, supplying preliminary materials, meeting the delivery deadline, or similar matters that could prevent it from delivering on time or with the agreed quality, Supplier shall promptly inform our ordering department.



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- 3.4. Our acceptance of a late delivery or service without reservation shall not be considered a waiver of any claims to compensation to which we are entitled due to the late delivery or service; this shall apply until we have paid the full amounts due for the delivery or service in question.
  - 3.5. Partial deliveries are generally not permitted, unless we have expressly agreed to them or they are reasonable for us.
  - 3.6. The values determined by us during the incoming goods inspection shall be decisive for quantities, weights and dimensions, unless some other verification is agreed.
  - 3.7. If not otherwise regulated in the supplementary Terms and Conditions of Purchase conditions for software, upon delivery we shall receive a simple right of use, unrestricted in terms of space and time, to software included in the scope of the product delivery. Our permitted use includes, in particular, duplication, loading and running the software.
  - 3.8. It also includes sub-licensing, leasing or any other manner of transmitting the software to our affiliated companies in the sense of Sec. 15 AktG (German Joint Stock Corporation Act) and to our subcontractors engaged in manufacturing our products who require a right to use the software in this context. Permitted use furthermore includes transmission of the software to customers as part of a hardware product and granting rights of use to it, insofar as this is necessary to use the hardware.
  - 3.9. We also have the right to use provided software and its documentation with the agreed performance characteristics and in the scope necessary for a contractual use of the product. We may create a reasonable number of backup copies.

#### **4. Force majeure**

- 4.1. Force majeure, operating disruptions for which we are not responsible unrest, official measures and other unavoidable events shall free us from our obligation to prompt acceptance for the time during which they are in effect. During such events, and within two weeks after they end, we are entitled – regardless of our other rights – to withdraw from the Agreement in whole or in part insofar as these events last a significant amount of time and our requirements are reduced significantly due to the need to purchase goods elsewhere.
- 4.2. The regulations of clause 4.1 shall also apply to labor disputes.

#### **5. Notification of shipment and invoice**

The information in our orders and call-offs applies. One copy of the invoice must be sent to the printed address, including the invoice number and other identifying characteristics; it may not be enclosed with the shipment.

#### **6. Pricing and transfer of risk**

Unless otherwise agreed, prices shall include delivery to the location indicated (DAP in accordance with Incoterms® 2020) and packaging. VAT is not included. Supplier shall bear the material risk until acceptance of the goods by us or our agents at the location to which goods are to be delivered according to the order.



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## 7. Payment conditions

If not otherwise agreed, invoices shall be paid either within 14 days with a 3% discount or within 30 days without a discount from the due date and receipt of both the invoice and the goods, or from performance of the services. Payment shall be provided conditional on invoice verification.

## 8. Notification of defects

8.1. We will only inspect goods upon receipt for obvious damages, in particular transportation damages and deviations in the identity of goods or quality expected in the delivery, unless otherwise agreed with Supplier in a quality assurance agreement.

8.2. We will submit complaints for any defects we find promptly after their discovery.

8.3. Supplier hereby waives the right to object due to delayed notification.

## 9. Defect claims

9.1. The statutory provisions on material defects and defects of title shall apply, unless otherwise regulated in the following.

9.2. We reserve the right to choose the type of supplementary performance. The place of fulfillment for supplementary performance shall be the proper location of the object. This is the place where the object is located at the time the defect complaint is submitted. Supplier can refuse the type of supplementary performance we select if it would be associated with an unreasonable cost.

9.3. If Supplier does not begin to correct the defect after our request to do so, in urgent cases we have the right to remedy the situation ourselves, in particular to prevent acute dangers or avoid greater damages, at the cost of Supplier or have such remedies performed by third parties after providing a reasonable short notice period.

9.4. Supplier shall indemnify us against any third party claims due to violations of third-party rights by the contractual object, unless Supplier can prove that it is not responsible for the violation. In addition, Supplier shall promptly provide us with the information and documents on its services we require to defend against such claims by third parties.

9.5. The statute of limitations for indemnification claims is five years. The statute of limitations for indemnification claims shall begin at the end of the year in which the claim came into being and we became aware of the circumstances underlying the claim and the identity of the debtor or should have become aware of them without gross negligence. Any longer statutory limitation periods shall take precedence. This also applies to the aforementioned additional claim to information and documents.

9.6. Material defect claims shall expire in 5 years, except in cases of malice, unless the materials have been used in construction as part of their normal use, which caused the defects. The limitation period shall begin upon delivery of the contractual object (transfer of risk). Any longer statutory limitation periods shall take precedence.

9.7. The regulations of this 9.5 (limitation period for indemnification claims) shall apply accordingly to claims due to defects of title. Any longer statutory limitation periods shall take precedence.

9.8. If Supplier fulfills its obligation to provide supplementary performance through a replacement delivery, the limitation period shall be restarted for the replacement delivered goods upon delivery, unless Supplier has expressly and correctly reserved the right in providing its supplementary performance, to make the replacement delivery only as a goodwill gesture, to avoid disputes or in the interest of continuing the delivery relationship.



- 9.9. Supplier shall bear the transportation, commuting, work, installation, removal and material costs related to its supplementary performance. If we incur costs resulting from a defective delivery in conjunction with repairs or replacements of the contractual object and justifiable expenses, in particular costs and expenses for incoming goods controlling which goes beyond the normal scope to investigate and analyze the defect, as well as costs for the services of our own or external personnel, Supplier shall bear these costs, unless it was not responsible for the defect. Any joint culpability on our part must be taken into consideration when determining the costs to be reimbursed according to Sec. 254 BGB (German Civil Code).
- 9.10. Supplier shall be responsible for culpability on the part of its subcontractors as for its own culpability.

## **10. Product liability and recalls**

- 10.1. If a claim is asserted against us due to product liability, Supplier is obligated to indemnify us against such claims, if and insofar as the damages were caused by a fault in the contractual object delivered by Supplier. In cases of liability which is dependent on culpability, however, this only applies if Supplier is culpable. If the cause of the damage was within Supplier's scope of responsibility, Supplier must provide proof that it was not culpable.
- 10.2. In the cases outlined in clause 10.1, Supplier shall bear all costs and expenses, including costs for any legal prosecution, unless costs overall are not necessary and reasonable.
- 10.3. Statutory regulations furthermore apply.
- 10.4. Before any recall campaign which is partially or wholly the result of a defect in the contractual object delivered by Supplier, we will inform Supplier, giving Supplier the opportunity to collaborate with us and discussing how to efficiently carry out the recall with Supplier, unless it is not possible to inform or involve Supplier due to the special urgency of the case. Insofar as the recall is due to a defect in the contractual object delivered by Supplier, Supplier shall bear the costs of the recall, unless it was not responsible for the defect. Any joint culpability on our part must be taken into consideration when determining the costs to be borne by Supplier in accordance with Sec. 254 BGB.

## **11. Rights of withdrawal and termination**

- 11.1. Beyond our statutory withdrawal rights, we are also entitled to withdraw from the Agreement if Supplier experiences a significant deterioration in its asset situation or such a deterioration is pending, and this would endanger Supplier's ability to fulfill its delivery obligations to us.
- 11.2. We are furthermore entitled to withdraw from the Agreement if Supplier becomes insolvent, Supplier ceases its payments, Supplier is pending bankruptcy in accordance with Sec. 18 InsO (German Insolvency Statute) or Supplier is overindebted, a motion is filed to open insolvency proceedings against the assets or company of Supplier or comparable proceedings for debt settlement or if the opening of insolvency proceedings against the assets of Supplier is rejected due to lack of funds.
- 11.3. In case of a continuing obligation, clauses 11.1 and 11.2 shall apply accordingly, with the caveat that an extraordinary right of termination without notice shall apply in place of the right of withdrawal.
- 11.4. If Supplier has made a partial delivery, we are only entitled to withdraw from the entire Agreement if we have no interest in the partial delivery .
- 11.5. If we withdraw from or terminate the Agreement under the above contractual withdrawal and termination rights, Supplier shall reimburse us for any damages we incur due to said withdrawal or termination, unless it was not responsible for the applicability of the withdrawal or termination rights.
- 11.6. Statutory rights and claims shall not be restricted by the regulations in this clause 11.



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## 12. Completing work

Suppliers who complete work on the factory premises to fulfill their contracts must observe applicable laws and specifications, as well as our company regulations. Supplier is obligated to coordinate with the responsible contact person before carrying out work, to take appropriate protective measures, and to inform us and affected third parties of any mutual hazards. Suppliers are responsible for instructing and for the safety of their employees and commissioned subcontractors, as well as towards third parties for securing any hazards. Supplier may only employ sufficiently technically qualified employees and safe work materials on the factory premises. Accidents that occur on the factory premises must be reported to us immediately.

## 13. Provided materials

Materials, parts, containers and specialized packaging (provided materials) delivered by us for a charge or provided free of charge shall remain our property, if payment is owed, until full payment is made. These materials may only be used in accordance with their intended use. Provided materials shall be processed and assembled on our behalf. The parties agree that we shall become co-owners of the objects manufactured using our provided materials and parts according to the value of the provided materials in relation to the value of the overall product, and that Supplier shall safeguard such objects on our behalf. We reserve the right to our co-ownership of objects manufactured using our provided materials until all of our claims resulting from the provided materials have been fulfilled in full. Supplier is entitled to sell products manufactured using our provided materials in the ordinary course of business, under our reservation of ownership. Supplier hereby already assigns any claims to which it is entitled resulting from the sale of these products to us, with ancillary rights, in full. The assigned claims shall secure our rights resulting from the provided materials. Supplier is entitled to collect the assigned claims. We can revoke Supplier's rights under this clause 13 if Supplier does not properly fulfill its obligations towards us, falls into default of payment, suspends its payments, or if a motion is made to open insolvency proceedings or comparable proceedings against Supplier's assets to settle debts. We can also revoke the rights of Supplier under this clause 13 if there is a significant deterioration in Supplier's assets or if such a deterioration is pending, or if Supplier is insolvent or over-indebted. If the value of our securities exceeds the value of our claims by a total of more than 10%, upon request by Supplier we will release securities of our choice.



#### 14. Documents and confidentiality

- 14.1. All business-related or technical information to which we provide access (including features indicated in any objects, documents or software provided and other knowledge or experience) must be kept confidential towards third parties insofar as they are not verifiably public knowledge, and may only be provided to such persons within Supplier's own company who require such information for the purpose of carrying out the delivery to us and who are likewise obligated to confidentiality; such information shall remain our exclusive property. Such information may not be duplicated or used commercially without our prior written consent – except for deliveries to us. Upon our request, all information received from us (including any copies or records made) and objects provided on loan must be returned to us promptly and in full or destroyed. We reserve all rights to such information (including copyrights and the right to register intellectual property rights such as patents, utility models, semiconductor protection, etc.). Insofar as these were made accessible to us by third parties, this reservation of rights shall also apply in favor of these third parties.
- 14.2. Products manufactured in accordance with documents prepared by us, such as drawings, models or similar, or with our tools or tools modeled on these may not be used by Supplier itself nor offered or delivered to third parties. This applies accordingly to our print orders.

#### 15. Export controlling and customs

- 15.1. Supplier is obligated to inform us of any licensing obligations or restrictions in (re)exporting its goods in accordance with German, European, and US export and customs provisions as well as the export and customs provisions of the country of origin for its goods in its business documents and to promptly send the following information to us for goods requiring licensing promptly before the first delivery, and immediately in case of changes (technical, legal changes or official determinations):
- RHEINTACHO article number,
  - Description of goods,
  - All applicable export list numbers, including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN),
  - Origin of goods under trade policy,
  - Statistical goods number (HS-Code),
  - A contact person at its company to clarify any questions.
- 15.2. Supplier is obligated to take appropriate measures according to its business model to ensure the security of the supply chain in the sense of the WCO SAFE Framework of Standards and to support us in particular in any measures necessary to obtain the approval of an Authorized Economic Operator (AEO). Supplier hereby undertakes to provide appropriate certifications, e.g. through approvals or declarations, e.g. Safety declarations, declarations under C-TPAT or similar programs. We or third parties commissioned by us are entitled to review the Supplier's certifications according to this paragraph, including in Supplier's facilities.
- 15.3. Supplier is obligated to inform us of the trade policy and specified preferential origin of its goods in a binding manner. For this purpose, it shall issue a long-term supplier declaration within the European Union (EU) according to the applicable EU implementation ordinance within 21 days upon request by us. Furthermore, Supplier assures it shall include the specified certificate of origin for deliveries of goods from a free trade agreement / preferential agreement country. The trade policy origin shall be indicated on the respective commercial invoice, and a certificate of origin shall be issued if necessary. When an initial delivery is made, the origin data must be provided in writing at the latest by the time of the initial delivery. We must be notified promptly and in writing of any changes to the origin of goods.



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- 15.4. Supplier is obligated to include all necessary documents for deliveries of goods over customs borders, such as commercial invoices, delivery slips, and information for a complete and correct import customs application in the delivery. The following must be observed with respect to the invoice:
- The invoice must list additional costs not included in the price of goods separately (such as research and development costs, licensing fees, tool costs, materials provided by the purchaser related to the delivery of goods).
  - For free deliveries, Supplier is obligated to provide a value in the pro forma invoice reflecting a typical market price, and to include the statement "For Customs Purposes Only." In addition, the reason for the free delivery must be indicated on the invoice or delivery slip (e.g. free sample delivery)
- 15.5. Supplier shall support us in every way possible as necessary to reduce or minimize our payment obligations for customs or costs for customs clearance.
- 15.6. Regardless of other rights and without liability towards Supplier, we are entitled to withdraw from the Agreement in question or to terminate it without notice, if Supplier repeatedly fails to fulfill its obligations under clause 15.1- 15.5.

## 16. Compliance

- 16.1. Supplier hereby undertakes not to grant or offer any advantages within the business relationship with us, either in its business transactions nor in its dealings with officials, nor to request or accept such advantages if these would violate anti-corruption regulations.
- 16.2. Supplier hereby undertakes not to make any agreements or engage in any coordinated actions with other companies in its business relationship with us that would result in or have the purpose of preventing, restricting or distorting competition according to applicable antitrust regulations.
- 16.3. Supplier hereby assures it shall comply with applicable laws regulating the general minimum wage and shall likewise obligate its subcontractors to do likewise. Upon request, Supplier shall verify its compliance with the above assurance. In case of a violation of the above assurance, Supplier shall indemnify us against any third-party claims, and shall be obligated to reimburse any fees charged to us in this context.
- 16.4. Supplier shall comply with applicable regulations on dealing with employees, on environmental protection and occupational safety, and shall work to reduce negative impacts to people and the environment in its work. To do so, Supplier shall establish and further develop a management system in accordance with ISO 14001 within the framework of its capabilities. Furthermore, Supplier shall observe the requirements of the Code of Conduct for Suppliers ([www.rheintacho.de](http://www.rheintacho.de)) and the principles of the Global Compact Initiative of the UN, which primarily relate to the protection of international human rights, the elimination of slavery and child labor, the elimination of discrimination in hiring and employment, and responsibility for the environment ([www.unglobalcompact.org](http://www.unglobalcompact.org)).
- 16.5. If there is any suspicion of a violation of the obligations under clauses 16.1 to 16.4, Supplier shall clarify any possible violations promptly and inform us that such clarifications are complete; in justified cases, it shall disclose the supply chain in question. If the suspicion proves founded, Supplier must inform us within a reasonable period of the internal company measures it has taken to prevent future violations. If Supplier does not fulfill this obligation within a reasonable time period, we reserve the right to withdraw from agreements with it or terminate these with immediate effect.
- 16.6. If Supplier engages in serious legal violations, or if it violates the regulations of clauses 16.1 to 16.4, we reserve the right to withdraw from existing agreements or terminate these without notice.



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## 17. Place of fulfillment

If not otherwise agreed, the place of fulfillment is the destination where goods are to be delivered according to the order, or where services are to be performed.

## 18. General Provisions

- 18.1. If a provision of these provisions and other agreements made is or becomes invalid, this shall not affect the validity of the remaining provisions. The contractual parties are obligated to replace the invalid provision with a regulation coming as close as possible to it in economic terms.
- 18.2. German law shall apply exclusively to the contractual relationships, excluding conflict-of-law rules and UN Sales Law (CISG).
- 18.3. The place of jurisdiction for all legal disputes arising directly or indirectly from contractual relationships based on these conditions of purchase are the courts responsible for Freiburg im Breisgau, the Local Court of Freiburg or the District Court of Freiburg. We are entitled to bring suit against Supplier at our discretion at the court where it is headquartered or its branches or the court at the place of fulfillment.

### Delivery specifications:

Article and order number: Always indicate article and order numbers on order confirmations, delivery slips, invoices and all correspondence.

Delivery slips: Single copy with the shipment

Freight notice: SLVS – customer waives additional insurance protection

Invoices: Exclusively by email with PDF file to [rechnung@rheintacho.de](mailto:rechnung@rheintacho.de)

### Delivery:

Monday through Thursday: 7:30 AM – 3:30 PM

Friday 7:30 AM – 1:30 PM