

# General Terms and Conditions of Purchase of

## Robert Bürkle GmbH

### (as of November 2025)

#### 1. General

- 1.1 Our General Terms and Conditions of Purchase (hereinafter: **GTCP**) are intended for use in business transactions with entrepreneurs, legal entities under public law, and special funds under public law.
- 1.2 They apply exclusively; we only recognize any general terms and conditions of the supplier that conflict with or deviate from our GTCP to the extent that we have expressly agreed to them in writing. The acceptance of goods or services from the supplier (hereinafter: **Contractual Object**) or payment thereof does not constitute consent within the meaning of the preceding sentence, even if the acceptance or payment is made in the knowledge of conflicting or supplementary contractual terms and conditions of the supplier or third parties. Counter-confirmations by the supplier with reference to its terms and conditions are hereby expressly rejected.
- 1.3 These GTCP shall also apply to all future contractual relationships with the supplier without the need for a new agreement.
- 1.4 If individual provisions of these GTCP are deviated from in agreements between us and the supplier, this shall not affect the validity of the remaining provisions of these GTCP.

#### 2. Conclusion of Contract and Contract Amendments

- 2.1 Orders and delivery schedules, as well as any amendments and additions thereto, must be made in writing at a minimum.
- 2.2 Verbal agreements of any kind – including subsequent amendments and additions to our GTCP – require confirmation by us in writing to be effective.
- 2.3 Cost estimates are binding and not subject to remuneration unless expressly agreed otherwise.
- 2.4 If the supplier does not accept the order within two weeks of receipt, we shall be entitled to revoke this order.
- 2.5 Delivery calls within the scope of order and call planning become binding if the supplier does not object in writing within two working days of receipt of the respective delivery call.
- 2.6 We reserve ownership rights and copyrights to illustrations, drawings, calculations, and other documents; they may not be made accessible to third parties without our express written consent. They are to be used exclusively for production based on our order; after completion of the order, they are to be returned to us unsolicited. They are to be kept confidential from third parties. In all other respects, Sections 3.8 - 3.9 and Section 11 apply.

### **3. Delivery**

- 3.1** Deviations from our orders are only permitted with our prior consent. Consent must be given in writing at least. In particular, early deliveries are not permitted unless we have expressly agreed to them in writing in advance.
- 3.2** Agreed dates and deadlines are binding. The date of receipt of the goods by us shall be decisive for compliance with the delivery date or delivery period. If delivery DAP "Ex Works" (Incoterms 2020) has not been agreed, the supplier shall make the goods available in good time, taking into account the time for loading and shipping to be agreed with the carrier.
- 3.3** If the supplier has undertaken installation or assembly and unless otherwise agreed, the supplier shall bear all necessary ancillary costs, such as travel expenses, provision of tools, and allowances, subject to any deviating provisions.
- 3.4** If the supplier is in default due to simple negligence, we may – in addition to further legal claims – demand lump-sum compensation for our damage caused by the delay in the amount of 0.5% of the net price of the goods delivered late per completed calendar week, but not more than 5% of the net price of the goods delivered late in total. We reserve the right to prove that we have incurred higher damages. The supplier reserves the right to prove that we have incurred no or only minor damages. The contractual penalty shall be offset against the damages caused by the delay to be compensated by the supplier.
- 3.5** The unconditional acceptance of the delayed delivery or service does not constitute a waiver of our claims for compensation due to the delayed delivery or service in accordance with Section 3.4; this shall apply until the remuneration owed by us for the delivery or service in question has been paid in full.
- 3.6** Partial deliveries are generally not permitted unless we have expressly agreed to them or they are reasonable for us.
- 3.7** Unless otherwise proven, the values determined by us during the incoming goods inspection shall be decisive for quantities, weights, and dimensions.
- 3.8** Unless otherwise agreed, we shall receive simple, temporally and geographically unrestricted rights of use (hereinafter: **Right of Use**) to software that is part of the Contractual Object upon delivery. The Right of Use includes, in particular, the reproduction, loading, and playing of the software, sublicensing, renting, or any other form of transfer of the software to companies affiliated with us within the meaning of § 15 AktG (German Stock Corporation Act - *Aktiengesetz*) or to a purchaser of the Contractual Object to which the software belongs.
- 3.9** We also have the Right to Use such software – including documentation – with the agreed performance characteristics and to the extent necessary for the contractual use of the product. The simple Right of Use also includes, in particular (without express agreement), the creation of a reasonable number of backup copies.

### **4. Force Majeure and Labor Disputes**

- 4.1** Force majeure, operational disruptions through no fault of our own, unrest, official measures, and other unavoidable events release us from the obligation to accept delivery on time for the duration of their occurrence. During such events and within two

weeks after their end, we shall be entitled – without prejudice to our other rights – to withdraw from the contract in whole or in part, provided that these events are not of insignificant duration and our requirements are significantly reduced due to the need to procure elsewhere as a result.

**4.2** The provisions of Section 4.1 shall also apply in the event of labor disputes accordingly.

## **5. Shipping Notification and Invoice**

**5.1** The information in our orders and delivery schedules shall take precedence.

**5.2** Furthermore, we can only process invoices if they state the order number specified in our order or delivery schedule in accordance with the specifications therein; the supplier is responsible for all consequences arising from non-compliance with this obligation.

## **6. Pricing and Transfer of Risk; Documents**

**6.1** Unless we have agreed otherwise with the supplier in textual form, prices are understood to be delivered to the named place (DAP according to INCOTERMS 2020) including packaging. Sales tax is not included. The supplier shall transfer the risk to us until the goods are accepted by us or our agent at the place where the goods are to be delivered in accordance with the order. Subject to the following Section 6.2, a binding delivery period shall commence on the day on which we receive the supplier's order confirmation.

**6.2** The supplier is obliged to state our order number exactly on all shipping documents and delivery notes; if he fails to do so, delays in processing are unavoidable, for which we are not responsible.

## **7. Terms of Payment**

Unless we have made a special agreement with the supplier in textual form, payment shall be made upon performance by the 25th of the month following receipt of the goods and invoice with a 3% discount on the invoice amount or within 90 days of receipt of the goods and invoice without discount. Payment is subject to invoice verification.

## **8. Claims for Defects and Recalls**

**8.1** Subject to a deviating agreement with the supplier in textual form, the goods will be inspected by us upon receipt only for obvious damage, in particular transport damage, correctness, and completeness, insofar and as soon as this is feasible in the ordinary course of business. We shall notify the supplier of any defects without undue delay upon discovery. In this respect, the supplier waives the objection of late notification of defects.

**8.2** The statutory provisions on material defects and defects of title shall apply unless otherwise specified below.

- 8.3** We shall generally be entitled to choose the type of subsequent performance. The supplier may refuse the type of subsequent performance chosen by us if it is only possible at disproportionate cost.
- 8.4** If the supplier does not begin to remedy the defect immediately after our request to do so, we shall be entitled, in urgent cases, in particular to avert acute dangers or avoid major damage, to remedy the defect ourselves or have it remedied by a third party at the supplier's expense.
- 8.5** In the event of legal defects, the supplier shall also indemnify us against any claims by third parties, unless he is not responsible for the legal defect.
- 8.6** Claims for defects shall lapse after 3 years, except in cases of fraudulent intent, unless the item has been used for a building in accordance with its normal use and has caused its defectiveness. The limitation period shall commence with the transfer of risk in accordance with Section 6.1 above.
- 8.7** If the supplier fulfills its obligation to remedy the defect by delivering a replacement, the limitation period for the replacement goods shall commence anew upon delivery, unless the supplier has expressly and correctly reserved in textual form when remedying the defect that the replacement delivery is made only as a gesture of goodwill, to avoid disputes, or in the interest of maintaining the supply relationship.
- 8.8** If we incur costs as a result of the defective delivery of the Contractual Object, in particular transport, travel, labor, installation, removal, material costs or costs for an incoming inspection exceeding the usual scope, the supplier shall bear these costs.

## **9. Product Liability**

- 9.1** In the event that claims are made against us on the basis of product liability, the supplier shall be obliged to indemnify us against such claims if and to the extent that the damage was caused by a defect in the contractual item delivered by the supplier. In cases of fault-based liability, however, this shall only apply if the supplier is at fault. If the cause of the damage lies within the supplier's area of responsibility, the supplier must prove that it is not at fault.
- 9.2** In the cases referred to in Section 9.1, the supplier shall bear all costs and expenses, including the costs of any legal action.
- 9.3** The supplier undertakes to maintain liability insurance for all deliveries and services performed by him, including product liability risk, as insurance against personal injury and property damage with a sum insured appropriate to the risk. The supplier shall send us a copy of the liability insurance policy at any time upon request. Any further claims for damages remain unaffected.
- 9.4** Before initiating a recall of a Contractual Object or of products in which a Contractual Object is integrated, which is wholly or partly the result of a defect in the Contractual Object delivered by the supplier, we shall inform the supplier, give him the opportunity to cooperate, and consult with him on efficient implementation, unless it is not possible to inform or involve the supplier due to particular urgency. If a recall is the result of a defect in the contractual item delivered by the supplier, the supplier shall bear the costs of the recall.
- 9.5** In all other respects, the statutory provisions shall apply.

## **10. Rights of Withdrawal and Termination**

**10.1** Beyond the statutory rights of withdrawal, we shall be entitled to withdraw from or terminate the contract with immediate effect if

- the supplier has ceased deliveries to its customers,
- there is a significant deterioration in the supplier's financial circumstances or there is a threat of such a deterioration, and this jeopardizes the fulfillment of a delivery obligation to us,
- the supplier becomes insolvent or over-indebted, or
- the supplier suspends payments.

**10.2** We shall also be entitled to withdraw from or terminate the contract with immediate effect if insolvency proceedings or comparable debt settlement proceedings are initiated against the supplier's assets or if such an application is rejected for lack of assets.

**10.3** If the supplier has performed a partial service, we shall only be entitled to withdraw from the entire contract if we have no legitimate interest in the partial service.

**10.4** If we withdraw from or terminate the contract on the basis of the above contractual rights of withdrawal or termination, the supplier shall compensate us for any damages incurred as a result, unless the supplier is not responsible for the occurrence of the rights of withdrawal or termination.

**10.5** Statutory rights and claims are not restricted by the provisions contained in this Section 10.

## **11. Documents and Confidentiality**

**11.1** All business or technical information made available by us (including features that can be gleaned from items, documents, or software provided, and other knowledge or experience) shall, as long as and to the extent that it is not demonstrably public knowledge (hereinafter: **Confidential Information**), and may only be made available within the supplier's own company to persons who need to know it for the purpose of delivery to us (need-to-know principle) and who are also bound to secrecy in accordance with at least these provisions.

**11.2** The Confidential Information shall remain our exclusive property. Without our prior written consent, such information may not be reproduced or used commercially, except for deliveries to us. At our request, all confidential information originating from us (including any copies or records made) and items provided on loan must be returned to us immediately and in full or destroyed. We reserve all rights to such confidential information (including copyrights and the right to register industrial property rights such as patents, utility models, semiconductor protection, etc.). Insofar as this information has been made available to us by third parties, this reservation of rights also applies in favor of these third parties.

**11.3** Products manufactured according to documents designed by us, such as drawings, models, and the like, or according to our confidential information or with our tools or

replica tools, may not be used by the supplier itself, nor offered or delivered to third parties.

## **12. Export Control and Customs**

**12.1** The supplier is obliged to inform us in its business documents of any licensing requirements for (re-)exports of the Contractual Objects in accordance with German, European, US export and customs regulations as well as the export and customs regulations of the country of origin of its goods. To this end, the supplier shall provide the following information for the relevant goods at least in its offers, order confirmations, and invoices:

- Description of the goods,
- the applicable export list number, including, if applicable, the Export Control Classification Number in accordance with the U.S. Commerce Control List (ECCN),
- the trade origin of its goods and the components of its goods, including technology and software,
- the statistical goods number (HS code) of the goods, and
- a contact person in its company to clarify any queries we may have.

**12.2** At our request, the supplier is obliged to provide us with all further foreign trade data relating to its Contractual Objects and their components at least in textual form and to inform us immediately (before delivery of the goods affected) of any changes to the above data at least in textual form.

## **13. Compliance**

**13.1** The supplier undertakes to comply with the respective legal regulations on the treatment of employees, environmental protection, and occupational safety and to work to reduce any adverse effects on people and the environment in its activities. To this end, the supplier will establish and further develop a management system in accordance with ISO 14001 within the scope of its possibilities. Furthermore, the supplier shall observe the principles of our Supplier Code of Conduct and the UN Global Compact Initiative. These essentially concern the protection of international human rights, the right to collective bargaining, the abolition of forced labor and child labor, the elimination of discrimination in hiring and employment, responsibility for the environment, and the prevention of corruption. Further information on the UN Global Compact Initiative is available at [www.unglobalcompact.org](http://www.unglobalcompact.org).

**13.2** In the event that a supplier repeatedly and/or despite a corresponding warning behaves unlawfully and does not prove that the violation of the law has been remedied as far as possible and that appropriate precautions have been taken to prevent future violations of the law, we reserve the right to withdraw from existing contracts or to terminate them without notice.

- 13.3** The supplier is obliged to comply with the applicable laws governing the general minimum wage and to impose the same obligation on any subcontractors it engages. Upon request, the supplier shall provide evidence of compliance with the above obligation.
- 13.4** If circumstances exist which, in our reasonable opinion, give rise to suspicion of a breach of the above obligations under Sections 13.1 - 13.3, the supplier shall immediately investigate possible breaches and inform us of the investigative measures taken.

#### **14. Place of Performance**

The place of performance is the place to which the goods are to be delivered in accordance with the order or at which the service is to be performed.

#### **15. General Provisions**

- 15.1** German law applies exclusively to the contractual relationships, excluding conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).
- 15.2** The place of jurisdiction for all legal disputes arising directly or indirectly from contractual relationships based on these GTCP is Freudenstadt, Federal Republic of Germany, if the supplier is a merchant, a legal entity under public law, or a special fund under public law. We are also entitled to sue the supplier at our discretion at the court of its registered office or branch office or at the court of the place of performance.

Robert Bürkle GmbH