General Terms and Conditions

BWF Offermann, Waldenfels & Co. KG | BWF Tec GmbH & Co. KG | BWF Kunststoffe GmbH & Co. KG

Current at: July 27, 2026

I. GENERAL PROVISIONS

§ 1 Scope of Application

(1) These General Terms and Conditions apply to the exclusion of all others and are an integral component of any contract which we enter into with our suppliers and customers in respect of the respective goods and services that we offer. We will not recognize any terms and conditions which conflict with or deviate from our own.

(2) These General Terms and Conditions will also apply to all future transactions between the parties and will apply even where we accept or deliver goods or perform under a contract without reservation despite being aware of the existence of terms and conditions which conflict with or deviate from our own.

§ 2 Place of Performance, Jurisdiction, Applicable Law

(1) The parties consent to the exclusive jurisdiction of the courts of Offingen.

(2) In the event of any dispute arising from the business relationship with us, we may, at our discretion, refer such dispute to the courts of Günzburg or, if the regional courts have jurisdiction, the Regional Court of Memmingen or we may refer the dispute to the courts at the place where the registered office of the customer or the supplier is located. However, should a legal action be brought against us, the courts of Günzburg or, if the regional courts have jurisdiction, the Regional Court of Memmingen, will have jurisdiction.

(3) The contracts concluded with us are governed by the law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

§ 3 Confidentiality

(1) The supplier or customer is obliged to keep confidential the terms and conditions of quotations and orders as well as all information and documents made available to it for this purpose (with the exception of publicly accessible information) and will only use same for performing the contract concluded with us. It will return them to us immediately upon request after dealing with inquiries or after the contract concluded with us has been executed.

(2) Except with our prior written consent, the supplier or customer is prohibited from mentioning its business relationship with us in advertising material, brochures etc. and is prohibited from exhibiting products made for or by us.

(3) The supplier or the customer will ensure that its subcontractors are bound by this § 3.

BWF Offermann, Waldenfels & Co. KG
T +49 8224 71-0
info@bwf-group.de

www.bwf-group.de

(4) In the event of any breaches of the obligations under subsections (1) to (3), we will be entitled, after prior written warning, to demand a contractual penalty of 0.5% for each individual instance of breach, up to a maximum of 5%, of the respective order value.

§ 4 Liability

(1) Where fault is a prerequisite for liability, our liability for damages, irrespective of the legal grounds for it, will be limited in accordance with this § 4.

(2) We will not be liable for slight negligence on the part of our governing bodies, legal representatives, employees or other vicarious agents unless such negligence results in a breach of a material contractual obligation.

Where we are liable for damages under this section, our liability will be limited to the loss or damage which, at the time of the conclusion of the contract, we foresaw as a possible consequence of a breach of contract or which we would have foreseen as a possible consequence of a breach of contract had we exercised the customary degree of care. In addition, we will only pay damages for indirect and consequential loss or damage resulting from defects in items that we have delivered if such loss or damage is of the kind that can be typically expected to arise where the items are used in conformity with their intended use.

(3) If we are liable for slight negligence, our liability to pay damages will be limited to the kind of damage that is foreseeable and usual for such a contract even if we have breached a material contractual obligation.

(4) The above exclusions and limitations on liability apply to the same degree for the benefit of our governing bodies, legal representatives, employees and other vicarious agents.

(5) The limitations in this § 4 do not apply to our liability for intentional misconduct, gross negligence, our liability under an express warranty as to the qualities/characteristics of goods, our liability for injury to life or limb or impairment to health, or our liability under the Product Liability Act (*Produkthaftungsgesetz*).

§ 5 Assignment

The supplier or the customer is prohibited from assigning its claims under the contract to any third party. This does not apply to monetary claims.

§ 6 Miscellaneous

(1) Insofar as these General Terms and Conditions require the use of writing, electronic communications, in particular fax or e-mail, will also suffice.

(2) In the event that any provision of these General Terms and Conditions is invalid, this will not affect the validity of the other provisions. In such case, the parties will replace the invalid provision with the valid provision that most closely approximates the economic intent of the original provision.

II. GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

§ 1 Quotation / Conclusion of Contract / Quotation Documents

(1) All our quotations are non-binding and subject to change without notice unless they are expressly identified as binding or they contain a specific acceptance deadline. We are entitled to accept orders or contracts within a period of 14 days from their receipt.

(2) The legal relationship between us and the customer is governed exclusively by the contract of sale, which we concluded in writing, together with these General Terms and Conditions. Together they embody all agreements between the parties concerning the subject matter of the contract. Any oral promises made by us prior to the conclusion of the contract are non-binding. Any additions or amendments made to the agreements reached or to these General Terms and Conditions must be made in writing in order to be effective. The grant of an express warranty (*Übernahme einer Garantie*) requires an express written declaration to this effect.

(3) Unless they interfere with the use of the goods or services for the intended contractual purpose, variations customary in the trade, variations that are necessary for compliance with provisions of law, variations which represent technical improvements and the substitution of components by equivalent components will be permissible.

(4) We reserve ownership of and copyright in all of the quotations and bids that we make as well as ownership of and copyright in the drawings, images, calculations, brochures, catalogs, models, tools and other documents and aids that we make available to our customer. Unless the customer has obtained our express consent, it is prohibited from making these items themselves or their content available to third parties. It is also prohibited from making such items public and from using or reproducing them itself or via a third party. Upon our request, the customer must return all of the items and must destroy any copies that it has made if it no longer requires them in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. The foregoing does not apply where storage is for the purposes of backing up data that have been provided electronically.

(5) We provide application-related advice, including the application-related design of our products, to the best of our knowledge. However, such advice is non-binding and does not release the customer from its sole responsibility for the use or processing of our products, including with regard to third party industrial property rights.

§ 2 Prices / Terms of Payment

(1) The prices apply to the goods and services listed in the order confirmation. The cost of any additional or special work will be invoiced separately. The prices quoted are Euro prices for delivery ex-works. They do not include packaging, value-added tax, or in the case of exports, customs duties, charges or other public levies.

(2) Insofar as the agreed prices are based on our list prices and delivery is scheduled for a point in time more than four months after the conclusion of the respective contract, our list prices which are in effect as of the date of delivery will apply.

(3) Invoice amounts are payable in full within 14 days. No discount for prompt payment may be deducted unless this has been separately agreed in writing. The relevant date for determining whether payment is punctual is the date that payment is received by us. Where the customer fails to pay by the due date, interest on the outstanding amount will be payable at the rate of 9% per annum as from the date that payment was due. We reserve the right to claim higher interest and other damages in the event of default.

(4) The customer will only be entitled to set off its counterclaims or to withhold payment due to such claims where its counterclaims are uncontested or nonappealable or are based on the same order as the delivery in question.

(5) If, after the conclusion of the contract, we become aware of circumstances which are likely to substantially reduce the customer's creditworthiness and which will jeopardize its payment of our outstanding claims under the respective contract (including under other individual contracts to which the same framework contract applies), we may make delivery of outstanding products or services conditional upon payment in advance or provision by the customer of security.

§ 3 Delivery, Passing of Risk and Delivery Times

(1) Delivery is ex works. We have no duty to insure deliveries against theft, damage or other insurable risks.

The risk will pass to the customer, at the latest, at the time that the item is handed over to the freight forwarder, carrier or any other party responsible for shipment; the handover is deemed to be the commencement of the loading process. This also applies where partial deliveries are made or where we have assumed additional tasks (e.g. shipping or installation). If the customer is responsible for the delay in shipment or in the handover of the items, the risk will pass to the customer on the day on which the item was ready for shipment and we notified the customer of this. Any storage costs arising after the transfer of risk will be borne by the customer. Where we store the items, storage costs will be 0.5% of the invoice amount of the items stored for every full week of storage. Either party may claim and submit evidence of higher or lower storage costs.

(2) Unless a fixed delivery date or delivery period has been promised or agreed, delivery dates and delivery periods indicated by us for goods and services are approximate only. Insofar as shipment has been agreed, the delivery dates and delivery periods will be based on the time that the goods are handed over to the freight forwarder, carrier or any other party responsible for transporting them.

(3) Notwithstanding any rights that we may have as a result of the customer's delay, we will be entitled to demand the extension or the postponement of delivery dates and delivery periods for goods and services by the period of time during which the customer fails to fulfill its contractual obligations to the seller. In particular, the commencement of these delivery periods will be subject to the clarification of all technical questions and compliance with them is conditional on the customer's timely and proper fulfillment of its obligations.

(4) We will not be liable to the customer where delivery becomes impossible or is delayed for reasons for which we are not responsible provided that same is due to force majeure or other events that were not foreseeable at the time that the contract was concluded. Such events include, but are not limited to epidemics and pandemics, operational disruptions of all kinds, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, shortages of labor, energy or raw materials, difficulties in procuring the necessary official permits, official measures or the failure of suppliers to deliver, or to deliver in conformity with their contracts or on time. Where such events make delivery of the goods or services substantially more difficult or impossible and if the impediment is not just of a temporary nature, we will be entitled to rescind the contract. In the event of a temporary impediment, the delivery dates and delivery periods for goods and services will be postponed or extended for the duration of the impediment plus a reasonable start-up period thereafter. If as a result of the delay the customer cannot reasonably be expected to accept the goods or services, it may rescind the contract by giving us written notice without delay.

(5) We may make partial deliveries if the customer is able to use such partial deliveries for the contractually intended purpose, the delivery of the rest of the ordered goods is guaranteed and such partial deliveries would not result in significantly higher expenditure or additional costs for the customer (unless we agree to assume such costs). Excess deliveries in quantities customary in the trade are permissible and must be paid for by the customer.

(6) If we are late in delivering our goods or services or if it becomes impossible for us to do so for any reason whatsoever, our liability for damages will be limited in accordance with I § 4 of these General Terms and Conditions.

§ 4 Forms / Tools

(1) Insofar as molded plastic parts or plastic profiles are to be supplied and the manufacture of molds or tools is required for this purpose, we will remain the owners of the molds and tools that we manufactured or that third parties contracted by us manufactured. We will keep them free of charge for two years after the last delivery of the plastic items for whose production the molds or tools were used for possible use in connection with follow-up orders. After the expiry of this period, we will only be obliged to continue to store same if an agreement on a storage fee has been reached.

(2) Where the customer has provided new information or made a change request change after the order was placed, the costs of such changes to the molds and tools must be paid for separately by the customer. The amount of the remuneration will be determined by an agreement in writing; otherwise the usual remuneration will be deemed agreed.

§ 5 Acceptance

Where acceptance of the purchase item is required, acceptance will be deemed to occur when

- the item is delivered and, if we are responsible for installation, when the installation has been completed;
- we have notified the customer of this and informed it at the same time of the deemed acceptance pursuant to this provision and requested it to accept the item;
- where 12 working days have elapsed since the delivery or installation or, if the customer has begun using the purchased item, where 6 working days have elapsed since the delivery or installation; and
- the customer has failed to accept the item within this period of time for any reason besides the defect notified to us, which makes its use impossible or significantly impairs its use.

§ 6 Warranty, Limitation Period

(1) The warranty period is one year from delivery or, if acceptance is required, from acceptance; in the case of the delivery of used items, no warranty is provided for defects in quality. This does not apply to claims for damages by the customer which arise from injury to life or limb or impairment to health or from intentional or grossly negligent breaches of duty by the seller or its vicarious agents; such claims will become time-barred in accordance with the statutory provisions.

(2) The items must be carefully examined without delay after delivery. In the case of obvious defects or other defects which could have been discovered if the items had been carefully examined without delay, the customer will be deemed to have accepted them unless we have received written notice of defects within ten working days from delivery. In the case of other defects, the customer will be deemed to have accepted the items unless the seller receives a notice of defects within ten working days from the date that the defect became apparent; however, if, in the ordinary course of using the item, the customer could have discovered the defect at an earlier point in time, the earlier point in time will be decisive for determining the commencement of the time limit for giving notice of a defect.

(3) Where the items delivered are defective, we will first be obliged and entitled to decide within a reasonable period whether to remedy the defect through repair or replacement. In the event of our failure to remedy the defect, the customer may reduce the purchase price by an appropriate amount or, if the defect is not insignificant, rescind the contract. A claim for damages due to a defect exists only in accordance with the provisions of § I § 4 hereof.

(4) No warranties are available if the customer modifies the item without our permission, and it thus becomes impossible or unreasonably difficult to remedy the defect. Where the modifications result in the cost of remedying the defect being increased, the customer must bear the corresponding increase in costs.

§ 7 Retention of Title

(1) The purpose of the following retention of title is to secure any current or future claims against the customer from an existing supplier-customer relationship between the parties (including claims for the account balance of a running account restricted to this supplier-customer relationship).

(2) The goods which we have delivered to the customer remain our property until all of our secured claims have been paid in full. The goods as well as any goods that take their place pursuant to the provisions below are subject to a retention of title and are referred to hereinafter as the “ROT goods”.

(3) The customer will store the ROT goods for us free of charge. The customer must treat the ROT goods with good care; in particular, it must at its own expense take out adequate replacement value insurance to cover damage by fire, water or from theft. If maintenance and inspection work is necessary, the customer must conduct such work in due time at its own cost.

(4) The customer is entitled to process and sell the ROT goods in the ordinary course of business until an enforcement event occurs (subsection (9)). The customer is not permitted to pledge the goods or create security interests over them.

(5) If the ROT goods are processed by the customer, it is agreed that it will carry out such processing on our behalf and for our account, as manufacturer, and that we will immediately acquire ownership rights in the new item proportional to the ratio of the value of the ROT goods to the value of the new product. If materials belonging to several owners are processed together or the value of the processed item is greater than the value of the ROT goods, we will acquire joint ownership rights (co-ownership) in the new item that are proportional to the ratio of the value of the ROT goods to the value of the new item. To cover the eventuality that we do not acquire ownership rights as described above, the customer hereby assigns to us its future ownership or co-ownership rights - in the above-mentioned ratio - in the newly created item. Where the ROT goods are subject to accession or inextricably commingled with other items such that they become a single item and if one of the other items must be regarded as the principal item, we hereby assign, insofar as we own the principal item, our co-ownership rights in the single item to the customer in the ratio specified in sentence 1.

(6) To cover the eventuality that the ROT goods are resold, the customer hereby assigns to us as security any claims against the purchaser resulting from the resale. Should we have co-ownership rights in the ROT goods resold, the customer assigns any claims against the purchaser in an amount proportionate to our co-ownership rights in the ROT goods. The same will apply in the case of other receivables that take the place of the ROT goods or otherwise come into being in connection with such goods, e.g. insurance claims or claims arising from negligence in the case of loss or destruction. We authorize the customer to collect, in its own name, claims assigned to us. Such authorization may be revoked. However, we may only revoke this authorization in the event that we wish to realize the securities ourselves.

(7) If a third party attempts to seize the ROT goods, in particular through attachment, the customer will immediately inform the third party of our ownership rights and notify us to enable us to enforce our ownership rights. If the third party is unable to reimburse us for court and out-of-court costs incurred in this connection, the customer will be liable to us for these expenses.

(8) Upon the customer's request, we will, at our discretion, release the ROT goods as well as any goods that replace them to the extent that their value exceeds the value of the secured claims by more than 50%. We may, at our discretion, determine which items to release.

(9) If we rescind the contract due to a breach of contract by the customer – in particular a default in payment – (enforcement event), we will be entitled to demand the return of the ROT goods.

§ 8 Intellectual Property Rights

(1) We warrant pursuant to this § 8 that the item delivered does not infringe the industrial property rights or copyright of third parties. Each of the parties to the contract will, without delay, notify the respective other party in writing of any claims brought against it for the infringement of such rights.

(2) In the event that the item delivered infringes the industrial property rights or copyright of a third party, we will, at our discretion and expense, modify or exchange the item delivered so that it no longer infringes third-party rights without compromising the contractually agreed functionality or will secure the corresponding right to use the item for the customer by obtaining the required license. In the event that we are unable to do this within a reasonable period of time, the customer will be entitled to rescind the contract or reduce the purchase price by a reasonable amount. Any damages claims by the customer are subject to the restrictions of I § 4 of these General Terms and Conditions.

(3) In the event of any infringement of rights arising from the products of other manufacturers supplied by us, we will, at our discretion, enforce our claims against the manufacturer and/or subsupplier on behalf of the customer or will assign such claims

to the customer. In these cases, warranty claims may be brought against us pursuant to this § 8 only if court action against the manufacturer and/or subsupplier to enforce the claims mentioned above was unsuccessful or has no prospect of success, e.g. due to insolvency.

§ 9 Article 12g of Regulation (EU) No 833/2014

(1) The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.

(2) The Buyer shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

(3) The Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1).

(4) Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of this Agreement, and the Seller shall be entitled to seek appropriate remedies, including, but not limited to:
(i) termination of this Agreement; and
(ii) a penalty of 5 % of the total value of this Agreement or price of the goods exported, whichever is higher.

(5) The Buyer shall immediately inform the Seller about any problems in applying paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The Buyer shall make available to the Seller information concerning compliance with the obligations under paragraph (1), (2) and (3) within two weeks of the simple request of such information.

§ 10 Packaging obligations under Regulation (EU) 2025/40

(1) Where goods in packaging are delivered to customers in a Member State of the European Union other than the Federal Republic of Germany, the customer undertakes to fulfil the obligations of a manufacturer within the meaning of Article 3(1)(15) of Regulation (EU) 2025/40 of the European Parliament and of the Council (“PPWR”). This applies irrespective of the agreed delivery terms (including, without limitation, EXW, DAP, CIF or other Incoterms).

(2) The customer undertakes to register as a manufacturer within the meaning of the PPWR with the competent authorities in each Member State to which goods in packaging are delivered, and to maintain such registration for the duration of the business relationship.

(3) As a manufacturer within the meaning of the PPWR, the customer is solely responsible for fulfilling all obligations incumbent upon it in the Member State concerned under the PPWR and the national regulations adopted for its implementation. This includes, in particular, where applicable:

- the timely notification of the quantities of packaging made available for the first time on the territory of the respective Member State; and
- where provided for by law, participation in an extended producer responsibility scheme and payment of the associated fees.

(4) The customer shall indemnify us against all claims, costs, fines, fees and other expenses incurred by us as a result of the customer’s failure to comply, or failure to comply in a timely or complete manner, with its obligations under paragraphs 2 and 3. This indemnity also includes reasonable costs of legal defence. Furthermore, we are entitled, after prior written notice, to demand a contractual penalty of 0.5% of the respective order value per breach, up to a maximum of 5%. Any contractual penalty shall be credited against any damages claim.

(5) The customer is obligated, upon our first written request, to provide us without delay with evidence of compliance with its obligations under paragraphs 2 and 3, in particular registration confirmations and quantity reports. If the customer fails to provide a registration confirmation or quantity report within 30 days of receipt of the request, we are entitled to withhold further deliveries to the relevant Member State until proof of registration is provided.

(6) The provisions of this Section 10 do not apply to customers who are consumers within the meaning of section 13 of the German Civil Code (BGB).

III. GENERAL TERMS AND CONDITIONS OF PURCHASE

§ 1 Orders and Contracts

(1) If quotations do not contain an express validity period, we will be bound by them for five working days from the date of the quotation. The date that we receive the acceptance confirmation is decisive for determining the timeliness of acceptance.

(2) We will be entitled to rescind the contract at any time by issuing a written notice in which we give reasons for the rescission if the supplier is unable to deliver the products ordered in the course of business operations due to circumstances occurring after the conclusion of the contract, which are either the responsibility of the supplier (such as, for example, failure to comply with statutory requirements) or due to force majeure or other events that could not be foreseen at the time of the conclusion of the contract (e.g. epidemics and pandemics, operational disruptions of all kinds, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, shortages of labor, energy or raw materials, difficulties in procuring the necessary official permits, official measures or the failure of suppliers to deliver, or to deliver in conformity with their contracts or on time) or if the financial circumstances of the supplier deteriorate after the conclusion of the contract to such an extent that delivery in accordance with the contract is not to be expected.

(3) The supplier warrants that the goods delivered to us do not infringe third-party rights. It warrants that the goods have not been assigned as security, that they are unencumbered by third-party rights of retention of title and that we are entitled to freely dispose of them.

§ 2 Prices, Payment Terms, Invoice Information

(1) In the absence of a written agreement to the contrary, the price includes the respective statutory value-added tax, shipment and delivery to the shipping address indicated in the contract as well as packaging. The supplier will, at our request, take back the packaging at its own expense.

(2) Unless otherwise agreed, we will pay the purchase price within 14 days from the delivery of the goods and receipt of the invoice plus processing time in accordance with the decadal system, i.e. if the 14-day discount period ends between the 1st and the 10th of a month, payment will be made by the 20th of the month; if the 14-day discount period ends between the 11th and the 20th of a month, payment will be made by the 30th of the month; and if the 14-day discount period ends between the 21st and the 31st of a month, payment will be made by the 10th of the following month. The discount rate is 4%. Otherwise payment will be made within 30 days net. Our bank's receipt of our transfer order is the relevant date for determining the timeliness of our payments.

(3) All order confirmations, delivery documents and invoices must show our order number, the article number, delivery quantity and delivery address. If any of this information is missing and this leads to a delay in our normal processing, the payment deadlines mentioned in subsection (4) will be extended by the length of the delay.

(4) If we are late in payment, we will owe interest on arrears at the rate of 5% above the base interest rate pursuant to § 247 of the German Civil Code (*Bürgerliches Gesetzbuch* – BGB).

§ 3 Delivery Times and Delivery, Passing of Risk

(1) The delivery time (delivery date or period) specified by us in the order or otherwise decisive pursuant to these General Terms and Conditions of Purchase will be binding. The supplier may deliver earlier than planned provided we are given reasonable prior notice; this will have no effect on the passing of risk or the due date for payment by us.

(2) The supplier will advise us in writing without delay if circumstances occur or become evident which indicate that it will not be able to comply with the delivery time.

(3) If it is possible to determine the latest possible day for delivery from the contract, the supplier will automatically be in default at the end of such day without any need for a reminder from us.

(4) In the event of a delay in delivery, we will, after we have sent the supplier a prior written warning, be entitled to impose a contractual penalty of 0.5% but not to exceed 5% of the relevant contract value for each week or part thereof of delay. The contractual penalty will not be set off against the damages for delay payable by the supplier.

(5) The supplier is not permitted to make partial deliveries without our prior written consent.

(6) Even if shipment has been agreed, the risk in the goods does not pass to us until they have been handed over at the agreed destination.

§ 4 Ownership Protection

(1) We reserve title to or copyright in the orders and contracts that we give to the supplier as well as title to and copyright in the drawings, images, calculations, descriptions and other documents that we make available to it. Unless the supplier has obtained our express consent, it is not permitted to make the above documents available to third parties. It is also prohibited from using or reproducing them itself or via a third party. Upon our request, it must return the documents to us in full if it no longer requires them in the ordinary course of its business or if negotiations do not lead to the conclusion of a contract. In this case, any copies that the supplier may have made must be destroyed; this does not apply to documents that must be kept due to a statutory obligation to preserve records nor to the storage of data for backup purposes as part of the ordinary backup of data. In the event of any breaches of these obligations, we will be entitled, after giving the supplier prior written warning, to demand a contractual penalty of 0.5% for each individual instance of breach, up to a maximum of 5%, of the respective order value.

(2) Any reservations of title by the supplier will only apply to the extent that they relate to our payment obligation in respect of products to which the supplier has reserved title. In particular, any “extended” reservation of title and “all sums” clauses are prohibited.

§ 5 Warranty Claims

(1) We will be entitled to the full range of statutory rights for any defects in the goods. However, by way of derogation from this, the warranty period will be 36 months.
(2) Differences in quality and quantity will, in any case, be considered to have been notified in a timely manner if we notify them to the supplier within 10 working days from our receipt of the goods. Hidden defects in quality will, in any case, be considered to have been notified in a timely manner if we notify the supplier of them within 10-working days from their discovery. Signature of a standard delivery note will constitute approval of the delivery provided at least two of our employees/representatives have signed it (dual-control principle). The supplier waives, at the latest, the right to plead that we did not immediately inspect or object to a delivery when it has twice wholly or partially remedied defects or upon its second attempt at remediation.

(3) Our acceptance or approval of samples or specimens submitted by the supplier does not constitute a waiver of our warranty rights.

(4) In the event that the defect poses an imminent danger, we will be entitled to remedy the defect ourselves at the supplier's expense after notifying it accordingly.

(5) The limitation period for warranty claims will be suspended upon the supplier's receipt of a written notice of defects from us. The suspension will continue until the supplier rejects our claims or confirms that it has remedied the defects or refuses to continue negotiations regarding our claims. Where the supplier has delivered replacements or remedied the defects, the warranty period will begin again for replaced or repaired parts.

§ 6 Product Liability and Manufacturer's Liability

(1) The supplier will be liable for all claims brought by third parties in respect of personal injury or property damage caused by a defective product provided by it and agrees to hold us harmless from any liability in connection with such claims. If we are obliged to recall a product due to a defect in a product supplied by the supplier, the supplier will be responsible for all of the costs associated with the recall.

(2) The supplier is obliged to maintain product liability and manufacturer's liability insurance with an appropriate coverage level at its own expense. Upon request, the supplier will, at any time, send us a copy of the liability policy and the applicable General Terms and Conditions of Insurance as well as proof of payment of the insurance premium. The supplier hereby assigns to us any claims against its product liability insurer which arise in connection with deliveries of goods to us.

§ 7 Hazardous Materials, Work Safety

(1) In connection with the substances, mixtures and products that it supplies to us, the supplier undertakes to comply with the currently valid statutory requirements of the Chemicals Regulation (EC) No. 1907/2006 (REACH), in particular the obligations arising from Art. 33 REACH and/or the Annex XVII entries, the CLP Regulation EU No. 1272/2008, the EU POP Regulation EU No. 2019/1021, the European EU Biocidal Products Regulation EU No. 528/12 (BPR), the EC Directive 2002/95/EC (RoHS), the German Chemicals Prohibition Ordinance (*Chemikalienverbots-VO*) and the Consumer Goods Ordinance (*Bedarfsgegenstände-VO*) as well as other international chemical regulations such as Proposition 65 (California, USA).

(2) In addition, the supplier undertakes to comply with the specifications of the current GADSL-RSL Restricted Substances List or the Ökotex 100 Standard RSL in connection with the products delivered to us or to comply with the ZDHC MRSL (alternatively the BlueSign MRSL or the Ökotex ECO passport) in connection with the substances and mixtures that it supplies to us.

(3) The following shall apply to contracts under which we purchase working equipment, equipment items or working materials: The supplier's contractual goods must comply with the relevant statutory health and safety requirements arising in particular from the Production Safety Act, the Hazardous Substances Regulation and the Industrial Safety Regulation. The supplier must request in writing without undue delay the necessary data and information, for example on the relevant environmental conditions and the area of use.

§ 8 Intellectual Property Rights

(1) The supplier warrants in accordance with subsection (2) that the products that it supplies do not infringe any intellectual property rights of third parties in countries of the European Union or other countries in which it produces the products or in which it has them produced.

(2) The supplier will hold us harmless from any claims brought against us by third parties due to any infringement of the intellectual property rights pursuant to subsection (1) above and will reimburse us for any expenses incurred in connection with such claims. This will not apply where the supplier can prove that it was neither responsible for the infringement nor should it have recognized it if it had exercised sound business judgment at the time of delivery.

(3) The foregoing is without prejudice to any other statutory rights to which we are entitled for defects in title in the products delivered to us. Defects will become time-barred after 36 months.

§ 9 Replacement Parts

The supplier is obliged to keep replacement parts for the products delivered to us for a period of at least 10 years after the delivery.

§ 10 Personnel deployment and qualifications

(1) The supplier shall ensure that only personnel with the necessary professional qualifications and skills for the respective tasks are deployed to perform the contractually owed services. The required qualifications are determined by the nature and complexity of the services to be provided, as well as by the relevant statutory, trade association and professional regulations.

(2) Before the commencement of services, the supplier shall, upon our request, provide written documentation evidencing the qualified training and relevant authorisations of the personnel deployed. The supplier undertakes to keep this documentation up to date and to provide us with updated copies at any time upon request. Changes in the personnel deployed must be reported to us without delay.

(3) The supplier undertakes to comply with the site and assembly regulations issued by us for the construction site or work location and to pass on the regulations contained therein to its personnel. The supplier is responsible for its personnel's compliance with the safety and order regulations.

(4) We are entitled to verify compliance with the qualification requirements by reviewing the submitted documentation and by conducting random on-site inspections. The supplier shall grant the necessary access for this purpose.

(5) In the event of a culpable breach of the obligations under this Section 10, in particular the deployment of unqualified personnel, we are entitled to refuse acceptance of the services or, after prior warning, to reduce the remuneration. The supplier shall indemnify us against all losses and third-party claims resulting from the deployment of unqualified personnel.