

General purchase conditions and special conditions for contracts relating to work, supply of materials and services

I. General Terms and Conditions of Purchase

1. General Provisions

1.1. These General Terms and Conditions of Purchase apply to businesses, legal entities under public law, and special funds under public law.

1.2. The Terms and Conditions of Purchase are applicable to all orders placed by STRACK NORMA GmbH & CO. KG (hereinafter referred to as STRACK) and are exclusively valid unless otherwise agreed by a separately negotiated supplier contract between STRACK and its contractual partner (hereinafter referred to as the Supplier).

1.3. The Supplier's general terms and conditions shall only apply if STRACK has expressly agreed to them in writing.

1.4. They are only valid if STRACK explicitly agrees to them or parts thereof in writing.

2. Conclusion of Contract

2.1. The Supplier receives an order from STRACK in written or text form. Verbal agreements are only binding if confirmed in writing or text form. This also applies to subsequent changes and additions.

2.2. The order is considered accepted according to the order details provided by STRACK if the Supplier does not object within 5 working days. In this case, the desired delivery date specified in the order is deemed accepted or confirmed.

2.3. Any deviations from the order must be clearly marked by the Supplier. Furthermore, the Supplier is obliged to notify STRACK in writing of any changes to previous contractual terms or specifications.

2.4. If additional costs or incidental expenses not included in STRACK's order are listed in the order confirmation, they are only agreed upon once accepted by STRACK in writing or text form.

2.5. The delivery dates mentioned in the order, which are confirmed by the order confirmation, are binding and must be adhered to by the Supplier.

3. Prices

3.1. All net prices confirmed by the Supplier include all (additional) costs, such as handling or packaging costs, as well as the cost of preparing a measurement report or similar documents.

3.4. Invoices for partial deliveries must be marked as „partial delivery invoice,“ and final invoices must be labeled as „final invoice.“

4. Deliveries

4.1. The goods must be shipped by the Supplier to the delivery location agreed upon by the parties, with the Supplier responsible for the formalities of any potential import and transport (Incoterm 2020 “Delivered at Place” – DAP).

4.2. Deliveries to STRACK will be accepted on working days, Monday through Thursday, during regu-

lar business hours from 7:30 AM to 4:00 PM, and on Friday from 7:30 AM to 2:00 PM. Exceptions require prior written agreement between both parties.

4.3. Each delivery must include a delivery note specifying the order number, item number, item description, quantity delivered, and the date of service.

4.4. Quality documents or inspection reports must also be attached to every delivery to STRACK.

4.5.1. Over-deliveries of up to 10%, but no more than 2 pieces per order line, are permissible. In these cases, additional compensation will be provided.

Under-deliveries are generally not accepted. The aforementioned terms only apply to stock items (i.e., items or dimensions listed in the current STRACK catalog).

4.5.2. In the case of non-stock items (i.e., items or dimensions not listed in the current STRACK catalog), STRACK does not accept over- or under-deliveries.

4.5.3. In the event of any further discrepancies in quantity, the Supplier has the right to decide whether to leave the excess goods with STRACK at no cost or to arrange for their return at the Supplier's expense.

4.6. STRACK is not obligated to accept items not contractually agreed upon, including deliveries made before the agreed delivery date or those that do not comply with the „General Shipping and Packaging Regulations.“ In such cases, STRACK reserves the right to return the goods at the Supplier's expense or refuse acceptance.

4.7. The Supplier undertakes to comply with the guidelines of the „Dodd-Frank Wall Street Reform“ and the „Consumer Protection Act, H.R. 4173, Section 1502 concerning Conflict Minerals,“ and to ensure that its subcontractors also comply with these guidelines. The Supplier must provide verifiable compliance with these guidelines for all deliveries to STRACK.

5. Delay

5.1. In the event of a delay in the delivery as per the agreed contractual date, STRACK may grant the Supplier a reasonable extension to fulfill the order.

5.2. If the Supplier does not deliver the goods to STRACK by the extended deadline, the Supplier is automatically in default of delivery and must compensate STRACK for any damages incurred as a result.

5.3. If the Supplier foresees that the goods cannot be delivered within the agreed timeframe, they must notify STRACK immediately in writing or text form, providing the reasons and, if possible, the expected new delivery date. STRACK's claims for delay remain unaffected unless the delay is caused by force majeure.

5.4. If the Supplier's failure to meet the agreed delivery date results in stock items ordered not being available from STRACK's inventory for delivery to its customers, STRACK is entitled to withdraw from the contract, make substitute purchases from alternative suppliers, and charge the

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Supplier for any difference in costs

6. Transfer of Risk

The place of performance is the Supplier's place of business. The shipment of goods to the location designated by STRACK is to be arranged by the Supplier, and the Supplier bears the costs of delivery and shipping.

7. Defect Notification and Warranty

7.1. The Supplier guarantees that the deliveries and services conform to the agreed specifications.

7.2. The Supplier shall comply with the relevant legal regulations of the European Union and the Federal Republic of Germany in delivering goods. This includes, where applicable, the REACH Regulation (Regulation EC No. 1907/2006), the Electrical and Electronic Equipment Act (ElektroG), the Regulation on Hazardous Substances in Electrical and Electronic Equipment (ElektroStoffV), and the End-of-Life Vehicle Ordinance (AltfahrzeugV) as the German implementation of the EU Directives 2011/65/EU (RoHS 2), 2012/19/EU (WEEE Directive), and 2000/53/EC. The Supplier shall promptly inform STRACK of any changes to the goods' availability, usability, or quality due to legal regulations, particularly the REACH Regulation, and shall coordinate appropriate measures with STRACK in individual cases. This also applies as soon as the Supplier becomes aware that such changes will occur.

7.3. STRACK will inspect incoming goods only for obvious defects, transport damage, completeness, and identity. Such defects will be reported to the Supplier within 5 working days in written or text form. Any further obligations to inspect and give notice of defects pursuant to Section 377 of the German Commercial Code (HGB) are waived.

7.4. STRACK is entitled to demand either rectification of defects or delivery of new goods from the Supplier. Furthermore, the statutory warranty claims remain in effect.

7.5. If the Supplier does not remedy the defects or make a new delivery within the period set by STRACK in the event of poor performance, STRACK is entitled to take the necessary actions at the Supplier's expense or hire a third party, especially if insufficient inventory at STRACK prevents timely fulfillment of customer orders.

8. Liability

8.1. If STRACK is held liable under the Product Liability Act or any other strict liability, the Supplier is obligated to indemnify STRACK upon request if the damage was caused by the Supplier. This applies accordingly in cases of joint liability.

8.2. The Supplier shall bear all costs and expenses incurred by STRACK and its customers in such cases, including the costs of legal action or any recall actions. The statutory provisions apply otherwise.

8.3. The Supplier is required to maintain product liability insurance, including recall cost coverage.

8.4. In addition, STRACK has a claim for compensation for any damage incurred as a result of the Supplier's actions. Upon STRACK's request, the Supplier must indemnify STRACK for any warranty and damage claims.

9. Payment Terms

9.1. Payments become due only after receipt of goods and invoice and upon the due date of the agreed payment terms. If the goods are delivered before the agreed delivery date, the payment term begins from the agreed delivery date, not the invoice date.

9.2. Unless otherwise agreed, payments are made within 14 days with a 3% discount or within 30 days net to the Supplier.

9.3. The right to deduct a discount remains valid if STRACK offsets claims or withholds payment due to defects.

9.4. STRACK only defaults on payment if, following a reminder from the Supplier issued after the payment due date, the payment has not been made.

9.5. Agreed advance payments will only be made if STRACK receives a self-liability bank guarantee from a major German bank, cooperative bank, or public savings bank for the amount of the advance payment at no cost to STRACK.

10. Intellectual Property Rights

10.1. STRACK is entitled to make unrestricted use of the object of performance delivered by the Supplier (AN), including the associated patents and intellectual property rights. This right of use also includes the right to make modifications to the object of the contract and extends to illustrations, drawings, calculations, analysis methods, and other works created or developed by the Supplier during the formation and execution of the contract.

10.2. All documents provided by STRACK to the Supplier remain the property of STRACK. These documents may not be made accessible to third parties unless STRACK has given prior written approval.

10.3. Third parties do not include potential subcontractors, provided they have been bound to confidentiality by the Supplier. The Supplier shall be liable for any damages that STRACK may incur as a result of breaches of this obligation, even if caused by the Supplier's subcontractors.

10.4. All documents must be returned to STRACK upon termination of the contract.

11. Confidentiality

11.1. The Supplier (AN) agrees to treat information received from STRACK as strictly confidential, in accordance with business and trade secrets, and to use and exploit it only for the purposes of the collaboration.

11.2. „Confidential Information“ includes all technical and commercial information, such as drawings, plans, specifications, methods, formulas, samples, documentation, calculations, market and customer data, as well as ma-

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materials and other items that STRACK makes available to the Supplier or its affiliated companies, whether orally, visually, in writing, via data carriers, or by any other means.

11.3. Confidential Information also includes any results and know-how achieved during the collaboration.

11.4. The Supplier specifically agrees not to disclose confidential information to third parties and to only share it with those employees or subcontractors who need to know it for the purposes of the collaboration, provided these individuals have been bound to confidentiality by the Supplier.

11.5. The Supplier is obligated to comply with legal data protection regulations, including the written commitment of employees according to § 5 BDSG.

11.6. In the event of a culpable breach of this confidentiality obligation, the Supplier is liable for any damages incurred by STRACK.

11.7. A culpable breach of this confidentiality obligation by the Supplier is presumed if STRACK can provide evidence that confidential information has reached third parties from the Supplier's sphere. The Supplier may provide counter-evidence.

11.8. The Supplier is equally liable for the actions of its employees, agents, and subcontractors, without being entitled to invoke the relief provision under § 831 Abs. 1, Sentence BGB.

12. Final Provisions

12.1. Oral side agreements are invalid; they must be made in writing to be effective.

12.2. Claims arising from this contract may only be assigned by the Supplier with STRACK's prior written consent.

12.3. The place of performance for the services is the location specified by STRACK, while for payments, it is Lüdenscheid.

12.4. The place of jurisdiction for all legal disputes arising from this contractual relationship is the registered office of STRACK. STRACK is also entitled to file claims at the location of the Supplier.

12.5. Should individual provisions of these purchasing conditions be or become invalid, the validity of the remaining provisions will not be affected. The parties will replace the invalid provision with a valid one that is as close as possible in content and economic effect to the invalid provision.

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