

**General Terms and Conditions of Purchase**

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**§ 1****Scope**

- 1.1 All deliveries, services and offers provided by our suppliers to DURAG Holding AG and its affiliated companies within the meaning of Sections 15 ff. AktG (German Stock Corporation Act), in particular DURAG GmbH, DURAG Data Systems GmbH, DURAG Sales & Services GmbH & Co. KG, Hegwein GmbH and Grimm Aerosol Technik GmbH, are made exclusively on the basis of these General Terms and Conditions of Purchase. These are an integral part of all contracts that we conclude with our suppliers with regard to the goods or services they offer. They also apply to all future deliveries, services or offers to the client, even if they are not agreed again separately.
- 1.2 Terms and conditions of our suppliers or third parties do not apply, even if we do not separately object to their validity in individual cases. Even in cases where we refer to a letter that contains or makes reference to the terms and conditions of the supplier or a third party, no agreement to the validity of those terms and conditions is implied.

**§ 2****Orders and contracts**

- 2.1 Samples and offers from the supplier are binding and free of charge for us. Unless our orders expressly contain a period of commitment, we are bound to this for 3 working days after the date of the orders. The decisive factor for timely acceptance is receipt of the declaration of acceptance by us.
- 2.2 We are entitled to change the time and place of delivery as well as the type of packaging at any time by means of written notification with a notice period of at least three calendar days before the agreed delivery date. The same applies to changes to product specifications, provided that these changes can be implemented as part of the supplier's normal production process without significant additional expense. In such cases, the notification period as set out in the previous sentence is at least 5 calendar days. We will reimburse the supplier for any proven and reasonable additional costs incurred as a result of the change, provided that these costs were notified in advance. If such changes result in delays in delivery which cannot be avoided with reasonable effort in the normal production and business operations of the supplier, the delivery date originally agreed will be postponed accordingly. After careful assessment, the supplier will notify us in writing of any expected additional costs or delays in delivery in good time before the delivery date, but at least within 5 working days of receipt of our notification pursuant to sentence 1.

- 2.3 We are entitled to withdraw from the contract at any time by means of a written declaration stating the reason for doing so if we can no longer use the products ordered in our business operations as a result of circumstances arising after conclusion of the contract for which the supplier is responsible (for example failure to comply with legal requirements), or if we can use them only at considerable expense, or if the supplier's financial circumstances after conclusion of the contract deteriorate to such an extent that delivery in accordance with the contract cannot be expected.
- 2.4 The supplier must advise us of any additional information required by the supplier to fulfill the order with the order confirmation.
- 2.5 If the order confirmation differs from the order or our General Terms and Conditions of Purchase, we are bound only if we have previously agreed to the difference in writing.

### **§ 3**

#### **Prices, terms of payment, packaging, invoice details and offsetting**

- 3.1 The price stated in the order is binding.
- 3.2 Unless otherwise agreed in writing, the price includes insurance, delivery and transport to the shipping address specified in the contract in accordance with DAP international (Incoterms 2020) and DDP (Incoterms 2020) for third countries, including packaging and accompanying customs documents. Any shipping instructions on our part of which the supplier may be informed in good time must always be followed. Any additional costs resulting from failure to do so will be borne by the supplier.
- 3.3 The packaging must comply with the statutory provisions applicable to us, to the supplier and to the delivery destination, and must ensure that damage caused by transport and weather can be excluded.
- 3.4 If a different arrangement regarding the payment of shipping costs has been made, the supplier must ship the delivery at the lowest cost in each case, unless we have stipulated a different mode of transport.
- 3.5 If the price under the agreement made does not include the packaging and the remuneration for the packaging – which is not only provided on loan – is not expressly specified, it must be charged at the proven cost price. At our request, the supplier must take back the packaging at the supplier's expense.
- 3.6 Unless otherwise agreed, we will pay the purchase price within 14 days of delivery of goods and receipt of invoice with a 3% discount or within 30 days net, but not before the delivery

or service has been provided in full. For the timeliness of the payments owed by us, the receipt of our transfer order by our bank is sufficient.

- 3.7 All offers, order confirmations, delivery documents and invoices must state our order number, the item number, delivery quantity and delivery address, as well as the customs tariff number, the EU export list number and US ECCN number for each order item. If one or more of these details are missing and processing by us in the normal course of business is delayed as a result, the payment periods set out in section 3.6 will be extended by the period of the delay.
- 3.8 In the event of delays in payment, we will owe interest on arrears in the amount of five percentage points above the base interest rate pursuant to § 247 BGB (German Civil Code).
- 3.9 The supplier will be entitled to offset and assert rights of retention only if the counterclaim is undisputed or has been legally established and arises from the same legal relationship.

#### **§ 4**

##### **Delivery time, delivery, transfer of risk**

- 4.1 The delivery time (delivery date or period) specified by us in the order or otherwise applicable under these General Terms and Conditions of Purchase is binding.
- 4.2 The values determined upon our acceptance of the goods are considered the binding delivery weight or binding delivery quantity for both parties. Each delivery must be accompanied by verifiable delivery notes with our order number and our item and stock numbers.
- 4.3 Readiness for dispatch must be notified 3 days before shipment.
- 4.4 The supplier is obliged to inform us immediately in writing if circumstances under which it is not possible to adhere to the delivery time arise or become apparent.
- 4.5 If the latest date on which the delivery is to take place can be determined on the basis of the contract, the supplier's delivery is deemed to be delayed at the end of that day without a reminder from us being required.
- 4.6 In the event of a delay in delivery, we are entitled to our statutory claims without limitation, although we may only exercise a right of withdrawal or assert claims for damages in lieu of performance after a reasonable grace period has elapsed without success.
- 4.7 In the event of delays in delivery, we are entitled after prior written warning to the supplier to demand a contractual penalty of 0.5%, up to a maximum of 5%, of the relevant order

value for each week of delay in delivery commenced. The contractual penalty must be offset against the damages caused by delay to be compensated by the supplier.

- 4.8 The supplier is not entitled to make partial deliveries without our prior written consent.

## **§ 5**

### **Ownership protection / provision**

- 5.1 We reserve the ownership of or copyright to orders placed by us, as well as drawings, illustrations, calculations, descriptions and other documents made available to the supplier. Without our express consent, the supplier may not make these materials available to third parties, nor may the supplier use or reproduce them internally or through third parties. At our request, the supplier must return these documents to us in full if they are no longer required by the supplier in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. In this case, any copies made by the supplier must be destroyed. The only exceptions to this are retention within the scope of statutory retention requirements and the storage of data for backup purposes as part of normal data backup.
- 5.2 Tools, models and/or other materials provided by us ("provisions") that we make available to the supplier or that are manufactured for contractual purposes and charged to us separately by the supplier remain our property or become our property. The supplier must mark these provisions as our property, store them carefully, adequately protect them against damage of any kind and use them only for the purposes of the contract. Unless otherwise agreed, the costs of their maintenance, storage, servicing and repair are borne by the supplier. The supplier will notify us without delay of any damage to these tools and models that is not merely insignificant. Upon request, the supplier is obliged to return them to us in proper condition if they are no longer required for the performance of the contracts concluded with us.
- 5.3 Retentions of title by the supplier apply only insofar as they relate to our payment obligation for the products in each case to which the supplier retains title. In particular, extended or prolonged title retentions are not permitted.
- 5.4 If provisions are finished, mixed, blended, installed, processed or remodeled, this activity is carried out for us. We become the direct owner of the new items created. If the provision constitutes only a part of the new items, we are entitled to co-ownership of the new items to an extent equivalent to the value of the goods included in the provision.

**§ 6****Warranty claims**

- 6.1 The supplier assumes full responsibility for flawless delivery, and in particular for compliance with the required and agreed quality and performance.
- 6.2 The supplier guarantees that the goods comply with the applicable statutory provisions and regulations, in particular the German Product Safety Act (ProdSG), the RoHS directive, the REACH regulation and other relevant EU regulations, and that the agreed certifications are in place and documented. The supplier is obliged to undertake appropriate control measures on a regular basis. In the event of any infringement, the supplier is obliged to inform us immediately, to take back the goods and to procure a replacement without delay. We nevertheless reserve the right to procure a replacement elsewhere. Any additional costs that may be incurred as a result will be borne by the supplier.
- 6.3 The supplier guarantees that the deliveries and services to be provided to us are free of harmful substances. The supplier is liable for the environmental compatibility of the products delivered and for all consequential damage caused by infringement of environmental regulations and/or harmful substances contained in the products, provided that the supplier is responsible for the infringement of environmental regulations and/or the harmful substances contained in the products.
- 6.4 In the event of defects, we are entitled to our statutory claims without limitation. Notwithstanding this, the warranty period is 24 months. The supplier must remedy all defects occurring during the warranty period without delay and at the supplier's expense. All costs and expenses incurred for the rectification of defects, such as transport, labor costs, material costs and inspection costs, will be borne by the supplier. This also applies if the delivery has been taken to another country for the purposes of its intended use.
- 6.5 In the event that the supplier fails to fulfill the obligation to rectify defects within a reasonable period, generally three working days, we are entitled to do so ourselves or to procure a replacement delivery at the expense of the supplier.
- 6.6 With regard to obvious defects, deviations in quality and quantity will in all cases be considered to have been notified in good time if we inform the supplier of them in writing within 15 working days of our receipt of the goods. Latent defects will in all cases be considered to have been notified in good time if the supplier is informed of them within 30 working days of discovery. Timeliness is determined by the date of dispatch. We are under no obligation to take random samples or to examine retained samples to determine whether the delivery meets the specifications with regard to its properties, components, composition or formulation.

- 6.7 Our acceptance or approval of submitted specimens or samples does not constitute a waiver of warranty claims.
- 6.8 Upon receipt of our written notification of defects by the supplier, the limitation period for warranty claims will be suspended until the supplier rejects our claims, asserts that the defect has been rectified or otherwise refuses to continue negotiations regarding our claims. In the event of replacement delivery and rectification of defects, the warranty period for replaced and reworked parts recommences, unless we had to assume on the basis of the supplier's conduct that the supplier did not feel obliged to take the measure and instead made the replacement delivery or rectified the defect simply as a gesture of goodwill or for similar reasons.

## **§ 7**

### **Product liability**

- 7.1 The supplier is responsible for all claims asserted by third parties regarding personal injury or damage to property attributable to a defective product delivered by the supplier and is obliged to indemnify us against the resulting liability. In the event that we are obliged to carry out a recall with respect to third parties as a result of a defect in a product delivered by the supplier, the supplier will bear all costs associated with the recall.
- 7.2 Unless otherwise agreed in individual cases, the supplier is obliged to maintain product liability insurance at the supplier's expense with a coverage amount of at least EUR 2,000,000.00. The supplier will send us a copy of the liability policy at any time upon request.

## **§ 8**

### **Property rights**

- 8.1 In accordance with § 8.2, the supplier warrants that the products delivered by the supplier do not infringe any property rights of third parties in countries of the European Union or other countries in which the supplier manufactures the products or has the products manufactured.
- 8.2 The supplier is obliged to indemnify us against all claims made against us by third parties as a result of infringement of industrial property rights referred to in § 8.1 and to reimburse us for all necessary expenses in connection with such claims. This does not apply if the supplier proves that the supplier is neither responsible for the infringement of property rights nor should have been aware of it at the time of delivery having exercised the due



diligence customary for normal business transactions. The limitation period for the right to indemnification commences at the earliest on our receipt of the claim by the third party.

- 8.3 Further statutory claims on our part due to legal defects in the products delivered to us remain unaffected.

## **§ 9**

### **Spare parts and end of life**

- 9.1 The supplier is obliged to hold available spare parts for the products delivered to us for a period of at least five years after delivery.
- 9.2 If the supplier intends to discontinue the production of spare parts for the products delivered to us, the supplier will inform us without delay after the decision on discontinuation has been taken. Subject to paragraph 1, this decision must be made at least 12 months prior to the discontinuation of production.
- 9.3 If the supplier intends to make changes to products that we have purchased in the last 24 months, in particular changes with an impact on certifications and product conformities, the supplier will inform us in advance and without delay, but no later than 12 months before the change is implemented, in a manner appropriate to the documentation requirement in each case, and will provide the relevant documentation. If the supplier intends to discontinue the production of such products, the supplier will inform us in writing 12 months before the planned discontinuation of production in order to give us the opportunity to procure stocks of the products before the discontinuation of production.

## **§ 10**

### **Nondisclosure**

- 10.1 The supplier is obliged to keep secret the terms and conditions of the order and all information and documents made available to the supplier for this purpose (with the exception of publicly available information) for a period of five years after conclusion of contract, and to use them only for the execution of the order. Upon request, the supplier will return these materials to us immediately after completion of inquiries or after processing of orders.
- 10.2 Without our prior written consent, the supplier may not refer to the business relationship in advertising materials, brochures, social media, etc. and may not exhibit delivery items manufactured for us.

- 10.3 The supplier will subject the supplier's subcontractors to the same obligations, as set out in this § 10.

## **§ 11**

### **Submission of documentation and auditing**

- 11.1 The supplier guarantees and can provide evidence in an appropriate form, for example an accredited certification, that the supplier maintains, and will maintain during the supply relationship, a standard quality assurance system (ISO 9001 or comparable) and environmental management system (ISO 14001 or comparable) to monitor and control the quality of the products and compliance with environmental requirements, irrespective of whether the products are manufactured by the supplier itself or purchased from subcontractors or other suppliers. The supplier must have documented processes in place and must ensure that all his suppliers and subcontractors providing parts or components for the products have documented processes in place that are consistent with sound industry practices. At our request, documents relating to the production and quality assurance process will be made available to us.
- 11.2 If the supplier delivers products subject to product-based statutory and legal requirements with regard to placing on the market and further distribution in the European Economic Area, or subject to corresponding requirements with regard to other countries notified to the supplier by the purchaser, the supplier must ensure that the products comply with these requirements at the time of the transfer of risk. Upon request, the supplier will immediately provide us with all documents and information necessary to demonstrate the conformity of the products with the requirements in question. With regard to legally imposed restrictions on substances, this applies only to laws that are applicable at the registered office of the supplier or the purchaser or at the destination specified by the purchaser. If a delivery contains goods that are classified as dangerous goods or dual-use goods under international regulations, the supplier will inform us of this in a form to be agreed separately between us, but at the latest with the order confirmation.
- 11.3 The supplier must deliver the product with all approvals and other technical and legal requirements necessary for distribution in Europe, in particular also in the Federal Republic of Germany. Goods must be marked with CE marking, including the corresponding CE declaration of conformity, and where applicable also with correct registration with the waste electrical and electronic equipment register (EAR). In the case of designated end use outside the European Union, this applies accordingly to the agreed end-use location.

- 11.4 The supplier will enclose the safety data sheets required for the products with each delivery and make them available to us in a manner that ensures that they can be assigned to the respective individual product and – where necessary – prepare and submit an overview of the safety data sheets and their versioning for individual substances. The safety data sheets should be prepared in accordance with the requirements of the REACH directive.
- 11.5 We are entitled at any time to verify compliance with the statutory and other requirements by auditing the supplier, either directly by us or by third parties commissioned by us. Access must be granted to documents relevant to quality and the supplier's production sites and facilities. Suitable employees of the supplier must be made available for this purpose without requiring separate remuneration. The costs incurred by the supplier must be borne by the supplier. During the audit, we will take the legitimate interests of the supplier into account. In addition, the supplier must complete the self-assessments required by us (e.g. IntegrityNext etc.) and provide appropriate evidence.
- 11.6 The supplier undertakes to inform us immediately in writing of any changes to products or product components. The supplier undertakes to provide immediate notice in writing if the supplier is no longer entitled to deliver and/or the extent to which the supplier is no longer entitled to deliver under the terms of certificates, or the conditions for withdrawal of a certificate or for refusal of an extension are in place.

## **§ 12**

### **Compliance with laws and Code of Conduct**

- 12.1 The supplier has taken note of the DURAG Group Code of Conduct, available [here](#), and will fulfill the requirements set out there.
- 12.2 In connection with the contractual relationship, the supplier is obliged to comply with each of the statutory provisions relevant to the supplier. This also applies to anti-corruption and money laundering legislation, and to provisions of antitrust, labor, occupational safety and environmental protection law (e.g. CSRD & CBAM), in particular also OECD models and all other applicable international laws and regulations, including those relating to international trade (e.g. sanctions, export controls and reporting obligations), as well as data protection, confidentiality and privacy, intellectual property and antitrust and competition law.
- 12.3 The supplier will ensure compliance with the requirements of the German Supply Chain Act (Act on Corporate Due Diligence Obligations in Supply Chains) and will support us in complying with our obligations in this respect by submitting appropriate evidence of conformity and documentation upon first request.

- 12.4 The supplier undertakes to comply with the Universal Declaration of Human Rights, the ILO Convention concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labor, 1999 (No. 182), the UNHRC Guiding Principles on Business and Human Rights, the ILO Forced Labor Convention and Abolition of Forced Labor Convention, as well as relevant industry standards and practices such as the ETI Base Code.
- 12.5 The supplier will ensure that the products delivered by the supplier satisfy all relevant requirements for placing on the market in the European Union and in the European Economic Area as well as the statutory provisions at the place of manufacture and delivery and at the place of intended end use. Upon request, the supplier must provide us with proof of conformity by submitting appropriate documents.
- 12.6 The supplier will make reasonable effort to ensure that the supplier's subcontractors comply with the obligations of the supplier as set out in this § 12.
- 12.7 Upon first request, the supplier will indemnify us against claims by third parties arising from statutory violations. The limitation period for the right to indemnification commences at the earliest on our receipt of the claim of the third party.
- 12.8 The supplier undertakes to impose the same obligations on the supplier's suppliers and to enforce compliance with these obligations among these suppliers.

### **§ 13**

#### **Security in information technology**

- 13.1 The supplier has taken appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity and availability of the supplier's activities, products and services. These measures must be in line with typical industry practice. The supplier undertakes to maintain an appropriate information security management system in compliance with ISO/IEC 27001 or IEC 62443 (as applicable) or comparable standards and to provide us with evidence of this.
- 13.2 If products or services contain software, firmware or chipsets:
- (a) The supplier will utilize appropriate standards, processes and methods to prevent, identify, assess and resolve vulnerabilities, malicious code and security incidents in products and services that comply with good industry practice and standards such as ISO/IEC 27001 or IEC 62443 (as applicable)
  - (b) The supplier will continue to provide services to repair, update, upgrade and maintain the products and services, including the provision of patches to the

customer to resolve vulnerabilities during the reasonable life time of the products and services

- (c) Upon first request, the supplier undertakes to provide a parts list setting out all third-party software components contained in the products as well as their licensing and information about possible “copy-left” effects. Third-party software must be up to date at the time of delivery to the client
- (d) The supplier will grant us the right to test or have the products tested for malicious code and vulnerabilities at any time and will provide appropriate support to the client, without giving rise to any obligation on our part
- (e) The supplier will provide the customer with a contact person for all information security issues (available during business hours)

13.3 The supplier will immediately report to us all actual or suspected information security incidents and all vulnerabilities discovered in the supplier’s activities, services and products if and to the extent that we or our customers are or could be significantly affected.

13.4 The supplier will take all appropriate measures to ensure that the supplier’s subcontractors and suppliers comply with obligations similar to the provisions of this § 13 within a reasonable period of time and will provide written evidence of compliance upon our request, including generally recognized test reports (e.g. SSAE-16 SOC 2 Type II).

## **§ 14**

### **Place of performance, place of jurisdiction, applicable law, assignment**

14.1 The place of performance for both parties and the exclusive place of jurisdiction for all disputes arising from the contractual relationship is Hamburg.

14.2 The contracts concluded between us and the supplier are governed by the laws of the Federal Republic of Germany to the exclusion of the Convention on Contracts for the International Sale of Goods (UN Sales Convention).

14.3 The supplier is not entitled to assign supplier’s claims arising from the contractual relationship to third parties. This does not apply to monetary claims.