

# General Terms and Conditions of Purchase of T.E.L.L. GmbH

## I. Validity

1. These General Terms and Conditions of Purchase apply to all - including future - orders for goods and services and their processing. We do not accept any terms and conditions of the Seller that deviate from these Terms and Conditions of Purchase unless these Terms and Conditions of Purchase or the contract with the Seller provides otherwise. If we accept the goods without express objection or pay the purchase price, it cannot be inferred from this that we have recognised the Seller's conditions.
2. Verbal agreements made by our employees shall only become binding upon our written confirmation.
3. The preparation of offers is free of charge and non-binding for us.
4. The INCOTERMS as amended from time to time shall be binding for the interpretation of trade terms.

## II. Corporate responsibility

1. The Seller is committed to ethically and legally correct business practices. In particular, human rights, the Minimum Wage Act, environmental and occupational safety regulations, as well as relevant labour and social security laws are to be observed. If the German Supply Chain Due Diligence Act (LkSG) is applicable, the Seller must observe human rights and environmental due diligence obligations in its supply chains in a manner compliant with the meaning of the LkSG and take appropriate measures to fulfil the requirements and objectives of the LkSG.
2. We are authorized to check compliance with the aforementioned standards in case of doubt.
3. Our supplier Code of Conduct for Suppliers must be accepted prior to the fulfilment of services and during the business relationship [if any].

## III. Conclusion of the contract

1. We are bound to our order for 14 days. Order confirmations received later are considered as a new offer.
2. We may demand changes to the deliveries and services even after conclusion of the contract, insofar as this is reasonable for the Seller. The effects of this contract amendment must be taken into account by both parties, in particular with regard to additional or reduced cost or delivery dates.

## IV. Prices

1. Unless otherwise agreed, the agreed price is a fixed price.
2. If no special agreement has been made, the prices are "free domicile". For pricing "free domicile", "free place of destination" and other "free / carriage paid" deliveries, the price includes the freight and packaging costs. In the case of carriage forward delivery, we only accept the most favourable freight costs, unless we have specified a special type of dispatch.

## V. Payment

1. In the absence of any other agreement or more favourable conditions on the part of the Seller, payments shall be made within 14 days less 3 % discount or within 30 days net.
2. Payment and discount periods shall commence upon receipt of the invoice, but not before receipt of the goods or, in the case of services, not before their acceptance and, if documentation, certificates of material testing or similar documents are part of the scope of services, not before their handover to us in accordance with the contract.
3. Payments are made by bank transfer. Payment is deemed to have been made on time if the transfer is made on the due date.
4. Maturity interest cannot be demanded. The default interest rate is 4.0 percentage points above the base interest rate. In any case, we are entitled to demonstrate a lower damage caused by default than that claimed by us as required.
5. We are entitled to rights of set-off and retention to the extent permitted by law. We are in particular entitled to withhold the purchase price if and as long as agreed documentation, certificates of material testing or similar documents are not supplied to us. If we are not entitled to any offsettable claims against the Seller, we shall also be authorised to offset claims of other companies affiliated with us within the meaning of § 15 AktG (German Stock Corporation Act).

6. The Seller shall only be entitled to rights of set-off and retention if his counterclaims are legally established, undisputed or accepted by us.

## VI. Delivery times / delay in delivery

1. Agreed delivery dates and deadlines are binding. Impending delays in delivery are to be communicated to us immediately in writing, by fax or e-mail. At the same time, suitable countermeasures to avert the consequences are to be proposed to us.
2. Decisive for compliance with the delivery date or the delivery period is the receipt of the goods by us, unless otherwise agreed in writing.
3. If the Seller is in default of delivery, we shall be entitled to the statutory claims. In particular, we are entitled, after the fruitless expiry of a reasonable period of grace set by us, to demand compensation instead of performance. Our claim to performance is only excluded as soon as the Seller has paid the compensation.
4. The unconditional acceptance of the delayed delivery or service does not constitute a waiver of any claims for compensation.
5. The Seller may only invoke the absence of necessary documents to be supplied by us, if he has not received the documents even after a written reminder.

## VII. Reservation of title

1. With regard to the Seller's rights of retention of title, the Seller's terms and conditions shall apply with the provision that title to the goods shall pass to us upon payment and accordingly the forms of extended and prolonged retention of title do not apply.
2. Due to the retention of title, the Seller can only demand the return of the goods if he has previously withdrawn from the contract.

## VIII. Execution of deliveries and transfer of risk

1. The Seller shall bear the risk of accidental destruction or loss and accidental deterioration, including for "carriage paid" and "free domicile" deliveries, until the goods are handed over at their destination.
2. Partial deliveries require our consent.
3. Packaging costs shall be borne by the Seller unless otherwise agreed in writing. If we have to bear the costs of packaging in individual cases, this shall be charged to us at the lowest possible rate. Take-back obligations are governed by the Packaging Regulation as amended.

## IX. Group clause

1. We are also entitled to sell the goods to other companies affiliated with us within the meaning of § 15 AktG (German Stock Corporation Act). These companies thereby acquire a claim of their own vis-à-vis the Seller.
2. The Seller also assumes the warranty vis-à-vis these companies. The Seller shall also fulfil warranty claims against these companies abroad by means of affiliated companies, insofar as this is possible.

## X. Declarations on designations of origin

1. At our request, the Seller shall provide us with a supplier's declaration on the preferential origin of the goods, an export control declaration and/or an exit note.
2. In the event that the Seller makes declarations on the originating status of the goods sold, the following applies:
  - a) The Seller undertakes to enable the verification of proofs of origin by the customs administration and to provide the necessary information as well as any necessary confirmations.
  - b) The Seller is obliged to compensate for the damage caused by the fact that the declared origin is not recognised by the competent authority as a result of incorrect certification or lack of possibility of verification. However, this liability only applies in the event of culpable behaviour of the Seller or if a certain origin is assured.

## XI. Liability for defects and limitation period

1. The Seller must provide us with the goods free of material defects and defects of title. He shall in particular ensure that its deliveries and services comply with the recognised rules of technology and correspond to the contractually agreed properties and standards. The burden of proof for the freedom from defects of the goods shall be borne by the Seller.

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2. Upon receipt of the goods, we will immediately check whether they correspond to the ordered type and the ordered quantity. Transport damage and other defects are also covered if they are not externally visible. If such defects are recognised, they shall be reported to the Seller immediately. Deviating from § 377 HGB (German Commercial Code), the parties agree that a more extensive incoming goods inspection by us does not take place. In this respect, the Seller expressly waives his rights in accordance with § 377 HGB. Notifications of defects shall be deemed to have been made in good time if they are received by the Seller by letter, fax, e-mail or by telephone within ten working days. The period for the notification of defects begins at the time when we - or in the case of drop shipments our customers - have discovered or should have discovered the defect. If, as a result of defective delivery, an inspection exceeding the usual extent is necessary, the Seller shall bear the costs for this.
3. If the goods have a material defect, we shall be entitled to the statutory rights at our choice. A rectification by the Seller is deemed to have failed after the first unsuccessful attempt. We shall also be entitled to withdraw from the contract if the relevant breach of duty on the part of the Seller is only insignificant.
4. We may also claim compensation from the Seller for expenses incurred in connection with a defect which we have to bear in relation to our customer if the defect was already present at the time of the transfer of risk.
5. Insofar as the cause of the damage lies within the Seller's sphere of control and/or organization and claims are asserted against us by third parties, the Seller shall indemnify us from any claims on first demand. In this context, the Seller is obliged to reimburse any expenses arising from or in connection with a recall action performed by us.
6. The statutory limitation periods shall apply to our claims for defects. They shall commence with the timely notification of defects within the meaning of section 2 above. However, the Seller's liability for defects shall in any case end ten years after delivery of the goods. This limitation shall not apply if our claims are based on facts which the Seller knew or could not have been unaware of and which he did not disclose to us.
7. The Seller hereby assigns to us - on account of performance - all claims to which it is entitled against its suppliers arising from and in connection with the delivery of defective goods or goods that lack warranted or guaranteed characteristics. He shall hand over to us all documents required for the assertion of such claims.

### **XII. Place of fulfilment, place of jurisdiction and applicable law**

1. Unless otherwise agreed, the place of performance for the delivery is 48691 Vreden (Germany).
2. The place of jurisdiction is the location of our head office. We may also sue the Seller at his place of jurisdiction.
3. In addition to these Terms and Conditions, German law shall apply to all legal relationships between us and the Seller to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG).

Vreden, November 2024

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