

## General Purchasing Conditions of the Piepenbrock Group for the procurement of materials and services

### 1 Scope

- 1.1. These Purchasing Conditions exclusively apply to all our contracts for the purchase of goods and services, with the hierarchy specified in section 2.
- 1.2. Terms and conditions of the Contractor are not valid. Acceptance of deliveries or services and reference by the Contractor do not result in acceptance of their validity, even if we do not object to the Contractor's contractual conditions.
- 1.3. These Purchasing Conditions apply to all future transactions with the Contractor, even if we do not explicitly refer to them.

### 2 Hierarchy

The following documents shall apply in the following order to the contractual relationship between us and the Contractor:

- a. the order, the contract with annexes, any framework or maintenance contracts, etc.
- b. any technical specifications and additional special provisions
- c. these General Purchasing Conditions
- d. the provisions of the German Civil Code (BGB)

### 3 Ordering/changes in performance

- 3.1. Orders shall be in written form. The Contractor is obliged to confirm our order promptly, but no later than within three days, by signing the copy of the order provided for this purpose without any additions, changes, or deletions. The contract is only concluded with this confirmation. If the order is executed without confirmation, the conditions of these Purchasing Conditions are tacitly accepted. Oral orders do not create any obligation for payment or other obligations on our part.
- 3.2. Changes and/or extensions to the scope of delivery or services that prove to be necessary during execution shall be promptly communicated in writing by the Contractor. Changes and/or extensions to the scope of delivery and services require our prior written approval.
- 3.3. The Contractor shall review our change requests within five working days for their possible consequences, especially the impact on the technical execution, costs, and schedule, and promptly inform us in writing of the results of this review. Only after an agreement on these consequences has

been reached will the contract be amended by mutual agreement of the parties.

## **4 Deliveries/services/evidence**

- 4.1. Deliveries and services shall be provided in accordance with the state of the art and the applicable laws and regulations.
- 4.2. Partial deliveries/partial services require our prior written consent.
- 4.3. Any concerns regarding the planned execution by us shall be promptly communicated by the Contractor. The services shall be provided in a manner that does not impair our operations or those of the customer.
- 4.4. The Contractor shall always employ sufficient and highly qualified personnel for the order. The qualification of the personnel shall be demonstrated by suitable evidence. We are entitled to verify the reliability of the personnel and to reject personnel we consider unreliable. If the submission of police clearance certificates is required for the performance of the service or upon legitimate request of the end customer, we are entitled to request police clearance certificates for the Contractor's personnel at the Contractor's expense.
- 4.5. The use of subcontractors requires prior approval from us. This approval can be revoked at any time

without stating reasons. However, the selection of personnel and the right to issue instructions lie solely with the Contractor. Both the Contractor and any subcontractors shall pay their employees the statutory minimum wage at the prescribed rate.

- 4.6. All services of the Contractor shall be documented by appropriately meaningful evidence (signed inspection protocols, work tickets, acceptance certificates, time sheets, etc.). Upon our request, these documents shall be provided at any time, and information shall be provided about the work already performed. For billing of hourly rate work, the evidence shall be provided promptly, i.e., no later than at the beginning of the week following execution, for confirmation.
- 4.7. Drawings, models, tools, samples, work documents, and similar items that we provide or pay for shall remain or become our property. The Contractor may not disclose or otherwise make available or reproduce these without our express permission. This also applies to documents that we provide for printing orders. The items produced according to the documents may not be delivered to third parties without our express written permission. If the Contractor intends to change or discon-

tinue its production/services, the Contractor shall notify us promptly in writing. In the event of production or service discontinuation, the Contractor shall ensure that the materials previously delivered to us remain available for at least six months after the Contractor's notification. This does not create an obligation to accept.

We have the right to inspect the quality and status of deliveries and services at any time and without prior notice. For this purpose, the Contractor grants us and our representatives the right to inspect all plans and documents necessary to assess quality and quality assurance measures.

## **5 Confidentiality, data protection**

- 5.1. All information received by the Contractor from us is to be treated as strictly confidential beyond the business relationship. This does not apply to information that was already known to the Contractor or was otherwise acquired.
- 5.2. The Contractor is obliged to comply with the legal provisions on data protection. In particular, the Contractor's employees shall be obligated to data protection requirements according to the requirements of the GDPR.
- 5.3. In the event of a breach of the confidentiality obligation, we are enti-

tled to demand a contractual penalty of EUR 10,000 for each case of infringement.

- 5.4. Serious information security incidents (e.g., disruptions, data loss, unlawful activity, cybercrime attacks) must be reported immediately to the information security contact at [informationssicherheit@piepenbrock.de](mailto:informationssicherheit@piepenbrock.de) or by calling +49 541 130 100 20. If there is any suspicion of a loss of confidential or classified information, this must also be reported to the information security contact.

## **6 Dispatch, invoicing, and payments**

- 6.1. Unless otherwise agreed in writing, the fees listed in the order are binding. The pricing is Delivery Duty Paid to the location designated by us according to Incoterms 2010 (delivered duty paid), including packaging, assembly, and object-specific instructions. We are entitled to refuse acceptance of shipments if proper shipping documents are not available on the day of receipt or if our order signs are not listed or are incomplete in the shipping documents, without this resulting in a delay in acceptance. The costs resulting from the refusal of acceptance shall be borne by the Contractor. Quotations and cost estimates are provided free of charge and do not create obliga-

tions for the client.

- 6.2. All prices are net, plus value-added tax at the respective statutory rate.
- 6.3. A prerequisite for any payment is an auditable invoice, which, in addition to the legal requirements, also contains our order number and all billing documents (e.g., work records).
- 6.4. Unless otherwise agreed, payment shall be made within 30 days after delivery and receipt of the invoice. A 3% discount will be deducted for payment within 21 days.
- 6.5. The assertion of a right of retention against our claims is excluded. The Contractor may only assign its rights under this contract to a third party with our written consent.
- 6.6. The agreed prices are fixed prices, including all ancillary costs. They apply until otherwise agreed between the parties. Additional work on an hourly basis requires additional commissioning by us.
- 6.7. Payment is made at our discretion by cash payment, check payment, bank transfer, or offsetting against counterclaims.

## **7 Delivery deadlines and dates**

- 7.1. The agreed delivery and performance dates are binding. The date of dispatch of the order or the agreement shall be deemed the start of the deadline. If the dead-

lines are not met, the Contractor automatically falls into arrears without further notice. If the Contractor is in arrears, we are entitled to our legal claims against it. In addition, for each day commenced on which the deadline is exceeded, the Contractor shall pay a contractual penalty of 0.5% of the net order amount. The amount of the contractual penalty shall be limited to a maximum of 5% of the order value.

- 7.2. If circumstances arise or become apparent from which it appears that the agreed deadline cannot be met, the Contractor is obliged to inform us immediately. The Contractor may only rely on the absence of documents to be provided by us if it has not received these documents within the period set despite a written warning.

## **8 Transfer of risk/acceptance**

The risk passes to us only after the deliveries or services have been handed over to the location designated by us (section 6.1) and accepted by us. Formal acceptance shall be made, whereby the use of the contractual object for technical testing, setup, further processing, or testing of the overall system (non-commercial use) by us, our customers, or subcontractors does not constitute acceptance.

## **9 Termination/withdrawal/ force majeure**

- 9.1. The contract can be terminated by us at any time – even without observing a notice period.
- 9.2. We are entitled to withdraw from the contract if events such as labor disputes, operational disruptions, accidents, acts of war, sales slumps, regulatory interventions, force majeure, and the like make the use of the ordered goods/services impossible or economically significantly more difficult. Before exercising the right of withdrawal, we may request a free extension of the delivery period of up to twelve months.
- 9.3. For the Contractor, the notice period is three months to the end of the month. After the end of the contract, all documents, keys, work materials, etc., handed over to the Contractor shall be returned to us immediately.
- 9.4. We are entitled to terminate the contract without notice, in particular if
  - a. an application for the opening of insolvency proceedings has been filed against the Contractor, or
  - b. in the event of a cessation of performance or default in performance by the Contractor, if

- c. the Contractor fails to comply with its contractual obligations despite a warning within a reasonable period of time, or
- c. the Contractor violates labor, tax, or social security regulations, such as the Minimum Wage Act (MiLoG), the Temporary Employment Act (ArbEntG), or similar laws.
- d. if the schedule (Section 13.5a) or a deadline set by us to end or minimize a violation of legal regulations and internationally recognized standards for environmental protection and respect for human rights has expired without success and, due to the severity of the violation, continuation of the business relationship cannot be reasonably expected of us.

## **10 Warranty and complaints**

- 10.1. The delivered item shall provide the agreed performance, correspond in its design and material to the latest state of the art, the applicable accident prevention regulations, as well as our order documents, and shall have all properties that were assured orally or in writing during negotiations. The necessary documents (such as safety instructions, operating instructions, analysis certifi-

icates, product data sheets, certificates, etc.) shall be provided.

- 10.2. Warranty claims are available to us in full. In particular, we are entitled, at our option, to demand rectification of defects or delivery of new goods/services from the Contractor. Otherwise, the Contractor's liability for defects is governed by statutory provisions.
- 10.3. Warranty claims – regardless of the legal basis – expire 36 months after delivery. Longer, statutory limitation periods remain unaffected. The notification of a defect interrupts the limitation period. For defective parts, the limitation period begins anew after their replacement.
- 10.4. Exclusions of liability and limitations of liability for the Contractor are excluded. The Contractor indemnifies us from all claims that third parties may assert against us in connection with the delivery or performance of the Contractor.

## **11 Intellectual property rights**

- 11.1. The Contractor guarantees that its delivery and its use by us do not infringe any third-party intellectual property rights.
- 11.2. The Contractor shall, at its own expense, defend claims asserted by third parties due to infringe-

ment of intellectual property rights based on the deliveries and services of the Contractor against us. Upon our first request, the Contractor shall indemnify us against all claims arising from the use of such intellectual property rights.

## **12 Advertising**

The Contractor may only designate us as a reference to third parties with our express, prior, and written consent.

## **13 Policy Statement on Human Rights Strategy/ Supplier Code of Conduct/ guidelines**

- 13.1. In the provision of its deliveries and services, the Contractor will observe the Policy Statement on Human Rights Strategy, the Code of Conduct, the Supplier Code of Conduct, and the guidelines of our corporate group in their respective valid versions and will instruct its employees and subcontractors to observe them. The documents are available on our website (<https://www.piepenbrock.de/ueber-uns/>) or can be provided upon written request.
- 13.2. The Contractor commits to taking appropriate and reasonable measures to ensure that throughout the entire supply chain of the delivery item, legal

regulations and internationally recognized standards for the protection of the environment and respect for human rights are adhered to, especially prohibitions of child and forced labor and discrimination, regulations on minimum wages, and the safety and fundamental rights of workers. In particular, the Contractor commits to not performing any actions or omissions that could lead to a violation of legal regulations and internationally recognized standards for environmental protection and respect for human rights. The Contractor shall enforce compliance with legal regulations and internationally recognized standards for environmental protection and respect for human rights in its supply chain, that is, through its sub-suppliers, by means of appropriate contractual arrangements.

13.3. We are entitled to verify compliance with the aforementioned obligations ourselves or to have it verified by an independent third party appointed by us.

13.4. The Contractor commits to provide information upon our written request about the aforementioned measures, in particular about their content and implementation. Moreover, the Contractor shall immediately inform us regarding the initiation of

regulatory investigations due to a violation. We are also entitled to request written information about the violation and the measures taken if there are indications of a violation by the Contractor.

- 13.5. In the event of a violation, we are also entitled to:
- a. demand immediate remedial measures from the Contractor, who will create and implement a concept to end or minimize the violation, which includes a specific schedule;
  - b. suspend the business relationship for the duration of the remedial measures, releasing us from our performance obligations;
  - c. demand reimbursement for all damages incurred by us due to the violation.

## **14 Retention of title**

14.1. Material provided by us for the execution of our orders remains our property. It shall be expressly marked as our property immediately upon acceptance by the Contractor and stored separately from similar or identical material. It may only be used within the scope of the intended production and may not be disposed of in any way beyond the material.

14.2. The ownership of a new item resulting from the processing

of our material is transferred to us by the Contractor. When processing, combining, or mixing our material with other items, the Contractor shall transfer co-ownership of the new item to us in proportion to our share of the new item.

- 14.3. In the event of an existing or executed seizure or any other impairment of our rights, the Contractor shall notify us immediately.
- 14.4. The Contractor is obliged to insure the material provided by us or the service against all usual risks.

## 15 Jurisdiction and applicable law

- 15.1. All agreements made between the parties for the execution of the contract are laid down in this contract. Oral side agreements do not exist. Supplements or amendments to this contract – including this form clause – require written form.
- 15.2. The exclusive place of jurisdiction for all disputes arising from this contract is Osnabrück, to the extent permitted by law. However, we are entitled to sue the Contractor at any other place of jurisdiction.
- 15.3. German law applies, excluding the UN Convention on Contracts for the International Sale of

Goods.

- 15.4. Should one or more provisions of these contractual conditions or contract clauses be or become wholly or partially invalid or should this contract contain gaps, this shall not affect the validity of the remaining provisions and clauses. The parties undertake to replace the ineffective clause with another clause that comes as close as possible to the economic purpose

The contractual conditions are confirmed in all respects.

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Place, date

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Signature and company stamp