General Terms and Conditions of Purchase of Gebr. Rieger GmbH & Co.KG
Version October/2025

I. Precedence of these Terms and Conditions of Purchase for Goods and Services

1. These General Terms and Conditions of Purchase apply to all - also future - orders of goods and services and their processing. Deviations from these Terms and Conditions of Purchase are therefore only valid if they have been expressly confirmed by us in writing. Terms and conditions of sale and delivery of our suppliers are - even if we do not object to them - excluded. In particular, the unconditional acceptance of goods or order confirmations and delivery notes on which the general terms and conditions of sale and delivery of our suppliers are reproduced does not constitute an amendment to our Terms and Conditions of Purchase. Our Terms and Conditions of Purchase are definitively agreed upon through the execution of our order.
2. If special conditions deviating from these conditions are agreed upon for a specific order, these General Terms and Conditions of Purchase shall apply subordinately and supplementarily.
3. The preparation of offers is free of charge and non-binding for us.

II. Prices

1. The agreed prices are free to the receiving point specified by us, including freight, packaging, and ancillary costs. In the case of freight forward delivery, we shall only assume the most favorable freight costs, unless we have prescribed a special method of shipment.

III. Payment

1. In the absence of deviating agreements, the following payment terms shall apply: We settle invoices either within 14 days with a 3 % discount, within 30 days with a 2 % discount, or within 60 days net. If the contractor's payment terms are more favorable to us, those shall apply.
2. The periods run from receipt of the invoice, but not before receipt of the goods or, in the case of services, not before their acceptance and, provided that documentation or similar documents belong to the scope of services, not before their contractual handover to us. The aforementioned periods do not begin before the delivery dates listed on the reverse side and/or agreed upon.
3. Payments are made by bank transfer. Payment is timely if the transfer was ordered at the bank on the due date.
4. We are entitled to rights of set-off and retention to the statutory extent.

IV. Delivery Periods

1. Agreed delivery dates and periods are binding and must be strictly adhered to. Up to 8 days before the expiry of the agreed delivery date, the contractor may only deliver with our express consent.
2. Imminent delivery delays must be communicated to us immediately. In the event of a partial or complete exceedance of the delivery date, we are entitled, without prejudice to further claims for damages, to demand a contractual penalty of 1% of the total purchase price per commenced week of delay, up to a maximum of 10% of the total purchase price, despite acceptance of the delivery.
3. In the event of default in delivery, we are also entitled to all statutory claims. In particular, we are entitled to demand damages instead of performance after the fruitless expiry of a reasonable grace period.

V. Retention of Title and Intellectual Property Rights

1. With regard to the contractor's retention of title rights, its conditions shall apply with the proviso that ownership of the object of purchase passes to us upon payment for this object, and accordingly, the extended forms of the so-called current account and group retention of title do not apply. Due to the retention of title, the seller can only demand the return of the goods if he has previously withdrawn from the contract.
2. Drawings, samples, and other documents or aids that we make available to the contractor remain our property. They may only be used as intended and must be returned to us at any time upon our request.
3. The contractor must in particular respect industrial property rights and copyrights in which we hold ownership, usage, or exploitation rights. Their use or exploitation is only permitted for the contractually agreed purposes. The contractor may not use or exploit products from documents, drawings, models, and other provisions designed by us or on our behalf, either for his own purposes or for the purposes of third parties. He may neither offer them to third parties nor deliver them to third parties.

VI. Execution of Deliveries and Transfer of Risk

1. The contractor bears the risk of accidental loss and accidental deterioration. This also applies to "carriage paid" and "free domicile" deliveries. Unless otherwise agreed, the place of performance is our company premises, otherwise the shipping address specified by us. The risk of accidental loss and other risks only pass to us upon acceptance of the delivery item and/or service by us or our customer, but at the latest 2 months after handover of the goods at the destination.
2. Partial deliveries require our consent.
3. Excess or short deliveries are only permitted within the scope customary in the trade.
4. Packaging costs shall be borne by the contractor unless otherwise agreed in writing. If, in individual cases, we bear the costs of packaging on the basis of a corresponding written agreement, this must be charged to us at the lowest rate. The obligations to take back packaging are governed by the statutory packaging laws in the currently applicable version.

VII. Declarations on Origin Status

1. In the event that the contractor submits declarations regarding the origin status of the sold goods, the following shall apply:
2. The contractor undertakes to enable the verification of the proofs of origin by the customs administration and both to provide the necessary information and to obtain any required confirmations.
3. The contractor is obliged to compensate for the damage resulting from the fact that the declared origin is not recognized by the competent authority due to an incorrect certificate or lack of verification options. However, the contractor is only liable in the event of culpable conduct or the absence of a warranted characteristic or guarantee.

VIII. Statutory Minimum Wage (MiLoG), Posted Workers Act (AEntG), Prohibition of Illegal Employment, Supply Chain Act (LkSG)

1. The contractor ensures that the employees deployed by him or by subcontractors to execute contracts with us receive the statutory minimum wage in accordance with the MiLoG or, if the services are to be remunerated in accordance with the AEntG, receive the respective prescribed minimum wage. The contractor will fulfill his obligations to pay contributions to social security institutions, trade associations, health insurance funds, and other institutions.

IX. Inspection and Testing

1. We and our customers are entitled to inspect the quality of the work during manufacture and/or the delivery items after completion at the place of manufacture (items with protective coatings and paint before application of the same). The costs incurred at the place of manufacture shall be borne by the contractor.

X. Quality of the Goods / Service

1. Deliveries/services must not violate:
   (a) against the provisions of accident prevention and other public-law regulations, as well as against the generally recognized safety and occupational health rules,
   (b) against the relevant rules and requirements set by professional associations etc. for delivery items/services of the ordered type,
   (c) against third-party property rights (e.g., patents, patent applications, utility models, design rights, copyrights) as well as business and trade secrets of third parties.
2. Should we nevertheless be held liable by third parties for violations of such regulations and/or rights, the supplier shall indemnify us against such claims immediately upon first request. Further claims for damages remain reserved.
3. The contractor is obliged, under his own responsibility, to plan, organize, and implement the production process and quality assurance in such a way that comprehensive quality monitoring and quality control are guaranteed, and all quality and safety requirements placed on the product are complied with. This applies to all products, regardless of whether the contractor manufactures, processes, refines them himself or obtains them from third parties, or has them processed or refined by third parties. Furthermore, it must be ensured that during the manufacture of pressure-retaining articles or articles subject to verification, all valid laws and required manufacturer regulations, including the associated regulations of the ship classification societies, are complied with.
4. The contractor must always comply with the recognized rules of technology as well as the respectively valid statutory and regulatory requirements.
5. The contractor must also in other cases related to the respective product to be delivered comply with labeling obligations, such as CE marking. The contractor is also obliged to issue a certificate of origin for the goods free of charge, regardless of whether it is preferential or non-preferential, in the form of a supplier's declaration or an indication of origin. This document must comply with the currently valid statutory provisions in form and accuracy.
6. Machinery and technical equipment must be manufactured in accordance with the provisions of the Product Safety Act (ProdSG), be equipped with operating instructions in the German language, comply with the machinery directive current at the time of delivery, and bear a CE marking. Incomplete machinery must have a declaration of incorporation within the meaning of the conformity procedure.

XI. Liability for Defects and Limitation Period

1. Insofar as the commercial duty to inspect and notify defects pursuant to § 377 HGB applies, our duty is limited to inspecting delivered goods for quantity and identity, externally recognizable transport and packaging damage, as well as random checks on their essential characteristics, insofar as this is reasonable. Recognizable defects will be notified to the contractor within eight (8) calendar days after delivery. Defects that are not recognizable upon delivery and occur later will be notified to the contractor within eight (8) calendar days after discovery. In this respect, the contractor waives the objection of delayed notice of defects. Any further duty to inspect incoming goods and notify defects is otherwise excluded.
2. The contractor owes defect-free deliveries and services. These must exhibit the agreed quality characteristics as well as guaranteed values and properties and fulfill the owed purpose of use. The goods or services must also be free from defects of title. Deliveries must be equipped with prescribed safety devices. Relevant environmental protection, hazardous substance, dangerous goods, and accident prevention regulations as well as occupational safety requirements must be observed. Special safety regulations applicable at our place of performance and brought to the contractor's attention must be complied with. The contractor warrants that goods delivered by him comply with all statutory requirements, specifications, demands, or directives, in particular those applicable within the EU.
3. The approval of submitted drawings or similar by us does not affect the contractor's responsibility for proper, defect-free fulfillment of the contract.
4. Upon defects and under warranty, we are entitled to the statutory claims for defects. In any case, we are entitled, at our discretion, to demand from the contractor either the rectification of defects or the delivery of a new, defect-free item. After the expiry of a unique grace period set by us in which subsequent performance fails, we are entitled to further rights, in particular to a price reduction or withdrawal, as well as damages. The right to damages, in particular to damages instead of performance, remains expressly reserved. If we incur consequential costs due to defective delivery, such as testing, labor, travel, installation and removal costs, handling costs, or general administrative costs, we have the right to charge these costs to the contractor.
5. The contractor ensures that the deliveries and services are executed in accordance with the order and without restriction in accordance with the highest and latest standards of safety, technology, and workmanship. Materials and equipment to be included are new, and for services, only qualified personnel shall be deployed. In addition, the contractor assures that he transfers full and unimpaired ownership of the delivered goods to us and that other services are also free of defects of title.
6. Insofar as warranty claims exceed the statutory claims for defects, these remain unaffected. For claims for defects subject to limitation, a period of 24 months shall run, which begins with delivery and/or service or acceptance, if such is legally provided for or agreed upon. Insofar as a longer limitation period is provided for by law, this shall apply. The duration and the course of the regular limitation period remain unaffected by this.
7. The limitation period is suspended if negotiations regarding claims for defects are conducted between the contracting parties or if the contractor examines or rectifies a notified defect. If parts are replaced in connection with subsequent performance, the limitation period for these parts begins anew.
8. In urgent cases, if the contractor was not reachable and there is a risk of disproportionately high damages, we have the right to rectify the defects ourselves or have them rectified by third parties at the expense and risk of the contractor. However, we will always inform the contractor of such measures in advance without delay.
9. The contractor hereby assigns to us – by way of performance – all claims to which he is entitled against his sub-suppliers on the occasion of and in connection with the delivery of defective goods or such goods that lack warranted characteristics. He will hand over to us all documents required to assert such claims.
10. Insofar as the contractor is responsible for a defect or product damage, he is obliged to indemnify us against claims for damages by third parties upon first request to the extent that the cause lies within his sphere of control and organization, the error can be attributed to the contractor, or he himself is liable without limitation in external relations.
11. Within the scope of the contractor's liability for damage claims within the meaning of Abs. (10), he is also obliged to reimburse all expenses, e.g., pursuant to §§ 693, 670 BGB, as well as pursuant to §§ 930, 940, 426 BGB, arising out of or in connection with a recall action carried out by us. As far as possible and reasonable, we will inform the contractor about the content and scope of the recall measures to be carried out and give the contractor the opportunity to comment. Other statutory claims to which we are entitled remain unaffected.
12. The contractor undertakes to maintain a product liability insurance policy with a lump-sum coverage amount of EUR 10 million per personal injury/property damage; if we are entitled to further claims for damages, these remain unaffected.

XII. Tools, Models, Drawings, and Other Documents

1. Tools, models, drawings, and other documents provided by us or manufactured for us may be used exclusively for the execution of our orders. They are confidential and may not be made accessible to third parties without our consent. They must be stored properly until revoked, but for no longer than two years after the last use, and handed over to us thereafter.
2. The production as well as the processing and remodeling of such tools, models, drawings, and other documents that the contractor manufactures on our behalf are carried out for us as the manufacturer, with the result that we acquire ownership thereof.
3. All documents, information, business or trade secrets, e.g., in technical drawings, calculations, plans, product ideas, or provisions and other know-how belonging to us or our customers ("Information"), which become known to the contractor during the business cooperation, must be kept secret by him and may not be handed over or made known to third parties without express written consent or otherwise used or exploited commercially or otherwise by himself or through third parties outside the purpose permitted by us. The disclosure of

confidential information and the possible transmission of documents, samples, or models do not establish any rights for the contractor to industrial property rights, know-how, or copyrights, and do not constitute prior publication or a prior right of use within the meaning of the Patent and Utility Model Act. Insofar as third parties come into contact with confidential information from us through the contractor, the contractor must previously conclude a comparable written confidentiality agreement with them and prove this to us upon request. The contractor must also keep secret all knowledge and results obtained through his deployment, even beyond the duration of the cooperation with us. The confidentiality obligation shall apply to this extent even after the execution of this contract; it shall only expire if and to the extent that the manufacturing, product, system, or production knowledge contained in the provided confidential information has become generally known without violation of this confidentiality obligation.

4. We are entitled to store and process the data provided by the contractor, taking into account the applicable data protection regulations, insofar as they are required for the contractual cooperation, even if they are personal data. The contractor is obliged to comply with the statutory provisions on data protection.
5. A disclosure of the existing business relationship with us in publications or for advertising purposes is only permitted after prior written consent. Public exploitation of the business relationship is generally prohibited.

XIII. Place of Performance, Jurisdiction, and Applicable Law

1. Unless otherwise agreed, the place of performance for the delivery is our company premises.
2. The place of jurisdiction is Aalen. We can, at our option, also sue the contractor at his place of jurisdiction.
3. In addition to these conditions, the law of the Federal Republic of Germany shall apply to all legal relationships between the contractor and us. The applicability of the United Nations Convention of April 11, 1980 on Contracts for the International Sale of Goods is excluded.
4. Should individual provisions of these business conditions be invalid or unenforceable, or become invalid or unenforceable after conclusion of the contract, the validity of the contract as a whole shall otherwise remain unaffected. In place of the invalid or unenforceable provision, that valid and enforceable regulation shall step in whose effects come closest to the economic objective pursued by the contracting parties with the invalid or unenforceable provision. The foregoing provisions apply accordingly in the event that the contract proves to contain gaps.

In the event of contradictions or disputes regarding the interpretation of this text, the German version shall prevail.