**Terms and Conditions of Purchase**

**SpanSet GmbH & Co.KG**

# § 1

# Scope of Application

To any purchase contracts concluded by us these terms and conditions of purchase shall apply exclusively. Any terms and conditions of the supplier that conflict with or deviate from our terms and conditions shall not become part of the contract, even if we do not expressly object to them or accept deliveries without reservation in the knowledge of deviating terms and conditions**.**

# § 2

**Offer / Order confirmation**

1. The supplier is obliged to confirm our order within a period of 10 days after its receipt. A delayed confirmation or a confirmation deviating from our order shall be deemed a new offer and shall require our express acceptance.
2. The receipt of a corresponding confirmation from the supplier at our business premises shall be decisive for compliance with the 10-day obligation.
3. The order number or order name and department shown on the order must be quoted in all correspondence. We are not responsible for delays resulting from non-compliance with this obligation.

# § 3

**Prices, Terms of Payment**

1. The price stated in the order is binding. If no prices are entered in the order, we must confirm the price before the order is executed.
2. Unless otherwise agreed, the prices offered are DDP in accordance with INCOTERMS 2020.
3. Unless otherwise agreed, we shall pay the agreed purchase price within 14 days of delivery and receipt of invoice with a 2% discount or net within 30 days of receipt of invoice.

# § 4

# Delivery

1. In the event of non-compliance with the agreed delivery periods and/or deadlines, we shall be entitled to the statutory claims. In particular, we shall be entitled to demand compensation in lieu of performance after the fruitless expiry of a reasonable grace period - insofar as such a grace period is not dispensable pursuant to Section 281 (2) of the German Civil Code (BGB).
2. In the event of a delay in delivery, we shall be entitled to demand a contractual penalty of 0.3% of the net purchase price of the delayed delivery per working day, but not more than 5% of the net purchase price of the delayed delivery. Further statutory claims remain reserved. The contractual penalty shall be offset against further claims for damages. We reserve the right to assert the contractual penalty until the final invoice has been settled.
3. Partial deliveries deviating from our delivery schedules require our prior written authorisation.

# § 5

# Shipping

1. Shipment shall be DDP in accordance with INCOTERMS 2020, unless otherwise agreed. The transport risk shall be borne by the supplier.
2. Each delivery must be accompanied by a delivery note stating our order number, the orderer's name, our article number, the number of items, the weight and the exact description of the items.
3. All documents required for acceptance, operation, maintenance and repairs, in particular test reports, works certificates, drawings, plans, operating instructions, repair manuals, etc. must be supplied by the supplier free of charge in a reproducible form.

# § 6

# Product properties

The specifications of the respective product-related European standards apply to the products to be delivered against our orders. The specifications defined by the agreement and the company's own standards are deemed to be warranted data or warranted characteristics of the object of the delivery or service.

# § 7

# Defect inspections and Warranty

1. Our duty to inspect is limited to defects which become apparent during our incoming goods inspection by external examination, including the delivery documents (e.g. transport damage, incorrect and short delivery) or which are recognisable during our quality control by random sampling. If acceptance has been agreed, there is no obligation to inspect. Otherwise, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later remains unaffected.
2. We shall be entitled to the statutory warranty claims without restrictions. In particular, we are entitled, at our discretion, to demand that the supplier rectify the defect or supply a replacement. In this case, the supplier shall bear the expenses necessary for the purpose of remedying the defect or delivering a replacement. Further statutory rights and claims remain reserved.
3. In urgent cases (in particular in the event of a risk to operational safety or imminent occurrence of disproportionate damage), in which subsequent fulfilment by the supplier is unreasonable for us, or if the supplier is in default with the fulfilment of its warranty obligations or subsequent fulfilment has failed, we shall be entitled to remedy the defects ourselves or have them remedied or procure a replacement at the supplier's expense. If we choose this course of action, we shall notify the supplier accordingly. Other rights and claims remain unaffected.
4. The limitation period for claims for defects is 36 months from delivery. In the cases of §§ 438 Para. 1 No. 2, 634a Para. 1 No. 2 and 3 of the German Civil Code (BGB), the statutory limitation periods stated therein shall apply in deviation from this. The limitation regulations in § 445b of the German Civil Code (BGB) also remain unaffected. In the event of a replacement delivery or rectification of defects to fulfil the warranty obligation, the warranty period for replaced parts shall begin anew. The warranty period shall be suspended by the assertion of warranty claims until the claim is rejected by the supplier. Other statutory regulations on the suspension of the limitation period shall remain unaffected.

# § 8

**Retention of Title**

1. If we provide parts to the supplier, we reserve title to these parts. Processing or remodelling by the supplier shall be carried out on our behalf. In the event of processing or mixing, we shall acquire co-ownership of the new item in the ratio of the value of our item to the other processed items at the time of processing.
2. The transfer of ownership of the goods to us must take place unconditionally and without regard to the payment of the price. If, however, in individual cases we accept an offer of the supplier for transfer of ownership conditional upon payment of the purchase price, the supplier's reservation of title shall expire at the latest upon payment of the purchase price for the delivered goods. In such a case, we shall remain authorised to resell the goods in the ordinary course of business even before payment of the purchase price, assigning the resulting claim in advance (alternatively, the simple retention of title extended to the resale shall apply). This excludes all other forms of retention of title, in particular the extended retention of title, the forwarded retention of title and the retention of title extended to further processing.

# § 9

**Infringement of industrial property rights**

The supplier undertakes to ensure that the delivery and use of the items offered by the supplier does not infringe any patents, utility models or other industrial property rights of third parties. The supplier undertakes to indemnify us against all third-party claims arising from any alleged infringement of rights and to reimburse us for any expenses incurred, unless he can prove that he is not responsible for the infringement. We shall be entitled to acquire the right of use (licence) from the holder of the rights at the supplier's expense. Further statutory claims and rights due to defects of title shall remain unaffected.

# § 10

# Product liability

1. If the supplier is responsible for a product defect, he shall indemnify us against third-party claims to the extent that the cause lies within his sphere of control and organisation and he himself is liable in relation to third parties.
2. Within the scope of its indemnification obligation, the supplier shall reimburse expenses pursuant to Sections 683, 670 of the German Civil Code (BGB) arising from or in connection with claims asserted by third parties, including recall actions carried out by us. We shall inform the supplier of the content and scope of recall measures - as far as possible and reasonable - and give the supplier the opportunity to comment. Further statutory claims remain unaffected.
3. The supplier must take out and maintain product liability insurance with a sum insured appropriate to the expected risks and provide evidence of this on request.

# § 11

**Drawings and Documents**

All drawings, documents, plans, models, samples, lists and the like which are made available to the supplier by us shall remain our property and shall be returned to us free of charge and without retention of copies as soon as we request this. They may not be used for any purposes other than those specified by us and may not be made accessible to third parties without our consent.

Products manufactured according to our drawings, documents, plans, models, samples, lists and the like, or our confidential information or with our tools or copied tools, may not be offered, supplied or made accessible to third parties by the supplier/manufacturer.

# § 12

**Applicable law; Place of jurisdiction**

**and Arbitration Agreement**

1. The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

2. The following provision shall apply to suppliers domiciled in the European Economic Area or Switzerland: If the supplier is a merchant, the place of jurisdiction for all legal disputes arising from the contractual relationship and its creation and validity shall be our registered office. This agreement on the place of jurisdiction shall apply exclusively to the supplier. However, we are also entitled to sue the supplier at his place of residence or business.

3. For suppliers based outside the European Economic Area and Switzerland, the following provision shall apply: All disputes arising out of or in connection with the contract or its validity shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) without recourse to the ordinary courts of law. The arbitral tribunal shall consist of a sole arbitrator if the amount in dispute is less than EUR 150,000 or of three arbitrators if the amount in dispute is at least EUR 150,000. The place of arbitration shall be Düsseldorf, Germany. The language of the arbitration proceedings shall be English.

52531 Übach-Palenberg, January 2025