

## General Terms and Conditions of Purchase of Purmetall GmbH & Co. KG Valid as of 19.12.2023

### I. Contract Content, Conclusion of Contract

1. These General Terms and Conditions of Purchase shall apply to all current and future orders for goods and services and their execution. We shall not be legally bound by any of the Contractor's terms or conditions conflicting with or deviating from these Terms and Conditions of Purchase as set forth herein, unless otherwise provided for in these Contractor's terms and conditions, or in the contract with the Contractor. If we take delivery of the goods without any explicit objection, this should under no circumstance be interpreted as our approval of the terms and conditions of the Contractor.
2. If, for a particular order, special terms and conditions deviating from these General Terms and Conditions of Purchase are agreed upon, these General Terms and Conditions of Purchase shall be deemed to be of secondary importance and supplemental.
3. Tenders shall be free of charge and without obligation for us.
4. These terms and conditions only apply to transactions with entrepreneurs pursuant to Section 14 of the German Civil Code.

### II. Prices

The agreed prices are quoted freight paid to the point of receipt named by us, including freightage, packaging and subsidiary costs and all subsidiary cost expressly including customs fees and motorway tolls. In case of freight forwarding we pay only the most favourable freight costs unless we have required a special routing or mode of dispatch.

### III. Payment

1. Invoices shall preferably be submitted as a PDF-Document per E-Mail to [rechnungseingang@purmetall.de](mailto:rechnungseingang@purmetall.de). Alternatively, they can be submitted in triplicate in paper form.
2. Supplies/services provided prior to agreed deadlines or the expiration of agreed grace periods do not affect the maturity of a payment tied to a particular deadline or prescribed period; moreover, it shall entitle us to refuse services.
3. In the absence of other agreements, the following terms of payment shall apply: we settle invoices either within 14 days, in which case we deduct 3 % cash discount, or within 30 days without deduction. If the Contractor's payment terms are more favourable, these shall apply.
4. Payment and cash discount periods begin to run upon receipt of the invoice, but not before receipt of the goods or the services, and in case of services or technical goods / machines not before their inspection, testing and approval. Furthermore, if documentation or similar data form part of the scope of the contractual service, said period shall not begin before they have completely been handed over to us.
5. Payments are effected by cheque or bank transfer. Payment shall be deemed timely if the cheque was sent off by post or the transfer made at the bank was before or on the due date.
6. We shall be entitled to exercise set-off and retention rights to the extent permitted by law.
7. Interest on due invoices cannot be demanded. The interest rate on overdue invoices is 5 percentage points above the base interest rate. In any case, we shall be entitled to prove lower damages than that demanded by the Contractor.

### IV. Delivery periods

1. Agreed delivery dates and periods are binding. Impending delay in delivery shall be reported to us immediately.
2. In case of delay in delivery we shall be entitled to the claim rights provided by law, except when otherwise stipulated. In particular, in case of unsuccessful expiry of an appropriate grace period we are entitled to demand damages instead of performance. Our claim for delivery of the goods / for performance of contract shall not be excluded until the Contractor has paid the damages.

## **V. Reservation of title**

1. Regarding the Contractor's rights to retention of title, its terms and conditions shall apply with the proviso that ownership of the goods will pass to us upon payment and accordingly the extended forms of the so-called current account and corporate group reservation do not apply.
2. By virtue of the reservation of title, the Contractor can only reclaim the goods if he has rescinded the contract.

## **VI. Performance of contract, Passing of risk**

1. In the case of transactions in the mechanical engineering and the installation engineering industries, the scope of delivery includes the supply of the technical documents including the manufacturing drawings and the lists of parts concerning the detailed contractually agreed scope of delivery. In case of raw material deliveries, the scope of supply of each delivery includes a representative certificate of analysis (CoA) stating all important and specific chemical and physical properties. Such CoA must be handed to us upon delivery of the goods or sent to us by e-mail the next day.
2. In the case of deliveries which are calculated according to weight, weighing is required. For billing purposes, the weight (weighbridge note) determined on the calibrated scales prescribed by us shall be final for settlement.
3. Each delivery must be accompanied by a delivery note. In the case of deliveries which are calculated according to weight, the weight note must be attached. Unloading of the goods will only begin after providing us with a electronically printed weight note. In the event that the weight documented by the supplier deviates from our measurement, we reserve the right to apply the weight as indicated on the weight note documented by our scales.

In the event that the weight note is missing or weight note stating only handwritten figures weight determination shall be done at our weighbridge. The Contractor must have the receipt of consignments confirmed in writing at the named point of destination. The same applies also to waiting time / excess unloading time provided that this is caused by us.

4. If any items that are necessary in order to carry out the contractual service are stored on our premises, this may only be done at storage sites assigned by us. The Contractor shall bear full responsibility for these items until the risk has been transferred to us.

5. The Contractor shall bear the risk of fortuitous destruction and of fortuitous deterioration of the goods, even in the case of "ex works" deliveries, until they have been handed over at the place of destination.

6. Our approval is required for partial deliveries, which must always be marked as such.

7. Excess or short deliveries shall only be permitted within the scope customary in the trade.

8. Packing costs are borne by the Contractor unless there is a written agreement to the contrary. Should we, in a particular case, bear the costs of packing, they should be kept to a minimum. The Contractor's obligation to take back packaging is determined in accordance with the current packaging ordinance and prevailing regulations.

9. All documents including delivery note must clearly state our purchase order number, date of purchase / call off, date of delivery, place of unloading, product and grade as well as our PURMETALL product code. Delivery notes with and / or without handwritten comments have to be countersigned by our authorized employee at place of unloading. In case of missing countersignature the Contractor has failed to proof delivery and we are entitled to refuse payment.

10. The following regulations, and instructions in the appendix, form an integral part of our current General Terms and Conditions of Purchase, whenever applicable to the scope of delivery / service:

- Additional regulations for machines and technical equipment / EC-conformity (Annex no. 1)
- Contractor's performance / service on our premises or on third party premises (Annex no. 2)

The contractor is obligated to conform to the items provided in the appendix for services provided within in the scope of this contract.

## **VII. Declarations on originating status**

In case the Contractor submits declarations regarding the originating status of the goods sold, the following shall apply:

1. The Contractor shall enable the customs authorities to examine the proofs of origin and give the necessary information and submit any certificates required.

2. The Contractor is obligated to pay compensation for a loss incurred as a result of the declared origin not being recognized by the competent authority due to incorrect certificate or improper traceability. The Contractor will, however, only be faced with this liability if he is guilty of culpable behaviour or in the absence of a warranted property or quality.

## **VIII. Liability for defects, statute of limitations**

1. The Contractor is under obligation to procure the goods free from material defects and defects in title. He must, in particular, guarantee us that his deliveries and performances conform to the recognized rules of good engineering practice and to the contractually agreed characteristics and standards as well as the safety, labour protection, accident prevention and other regulations.

2. Upon arrival, the goods will, to the extent reasonable and technically possible for us, be examined as to their quality and completeness. Reports of defects shall be considered timely – also pursuant to Section 377 of the German Commercial Code (HGB) – if they are received by the Contractor within 14 working days by letter, fax, e-mail or telephone. The prescribed period for reporting defects begins at the time we – or in case of direct shipment to our customer (so called drop shipment) – discover the defect or should have discovered it.

3. If there is a material defect in the goods, we shall be entitled to the legal rights at our discretion. We can claim reimbursement of the expense suffered from the Contractor, which we have to bear in relation to our customer if the defect already existed prior to the time at which the risk passed to us.

4. Our claims for defects are subject to the statutes of limitation. The Contractor's liability for defects, however, ends in any case ten years after delivery of the goods. This limitation does not apply if our claims are based on facts which were known to the Contractor, or about which he cannot have been unaware and which he failed to disclose.

5. The Contractor, here and now, assigns to us – on account of performance – all claims he has against his supplier by virtue of and in connection with the delivery of defective goods, or goods not in specification with the warranted quality. The Contractor will hand over to us all documents necessary for our enforcement of such claims.

## **IX. Tools, models, drawings and other data**

1. Tools, models, drawings and other data made available by us, or manufactured for us, may be used exclusively for the execution of our orders. They may not be made available to third parties without our approval and shall be properly stored until revocation, however, no longer than two years after the last use and shall be handed out to us afterwards.

2. The manufacture as well as the processing and modification of such tools, models, drawings and other data which the Contractor makes on our behalf, shall result in our gaining of ownership as manufacturers.

## **X. Occupational Safety and Health**

The Contractor is obligated to observe the generally accepted rules of engineering, the currently valid and relevant statutory and regulatory health and safety provisions, as well as Purmetall's operational rules and regulations. In particular, the Contractor must adhere to the rules and regulations provided by the employer's liability insurance coverage (Berufsgenossenschaft), the 'Principles of Prevention' as detailed in Regulation 1 of the German Social Accident Insurance (DGUV), as well as the generally accepted regulations that relate to occupational health and safety. The Contractor must strictly adhere to the provisions set out in the Labour Protection Law, the Industrial Health and Safety Ordinance, and the Hazardous Substances Ordinance. These include, in particular, the documentation of the risk assessments associated with the required tasks, as well as the work materials and hazardous materials that will be used. With regard to occupational health and safety, Purmetall solely operates in accordance with the measures provided in Regulation 1 of the German Social Accident Insurance (DGUV). Upon acceptance of an order, all Contractors and Suppliers are obligated to adhere to these operational regulations.

In the event that Purmetall awards a contract,

1. For planning, building, modifying or renovating facilities, or
2. For planning and designing work procedures and processes,

then the Contractor must observe the relevant regulations – as stated in Paragraph 2, Section 1 and 2 of Regulation 1 of the German Social Accident Insurance (DGUV) – that apply to the execution and completion of the contract.

In the event that Purmetall awards a contract for supplying work tools, equipment or materials, then the Contractor must fulfil the relevant occupational health and safety requirements that apply within the scope of the contract.

## **XI. Place of fulfilment, place of jurisdiction, applicable law**

1. Place of performance for delivery and payment and exclusive place of jurisdiction is Oberhausen (Rhld). We are also entitled to bring suit against the Contractor at its court of jurisdiction.
2. All legal relations between us and the Contractor shall, in addition to these General Terms and Conditions of Purchase be governed by German law, including the provisions of the United Nations Convention on Contracts for the International of Sale of Goods of 11.04.1980 (CISG).
3. For cross-border deliveries, the sole court of jurisdiction for all disputes arising out of the contractual relationship shall be the corporate seat of our company in the Federal Republic of Germany. We also reserve the right to invoke any other court which is competent by virtue of EuGVÜ or EuGWO.
4. In case of doubt or any inconsistency between the German and English version of these General Terms and Conditions of Purchase, the German version shall be deemed the authoritative version.
5. If a provision of these General Terms and Conditions of Purchase should be or become ineffective and / or inexecutable, in whole or in part, the remainder of the provisions shall remain in effect.