

Terms and Conditions of Purchase of HENKEL + ROTH GmbH

1. Scope

1.1. The purchasing conditions of HENKEL + ROTH (hereinafter referred to as H+R) apply exclusively. H+R does not recognize the seller's delivery conditions, even if H+R accepts and/or pays for the deliveries and services, unless the validity of the terms and conditions of sale is expressly agreed.

1.2. The terms and conditions of purchase apply to all purchasing transactions within the European Union and the EEA countries, with the exception of the United Kingdom and Ireland.

1.3. These Terms and Conditions of Purchase shall also apply exclusively to subsequent transactions without the need for separate inclusion, unless an amended version of the Terms and Conditions of Purchase is to form the basis of this subsequent contract.

2. Conclusion of contract, subject matter of contract

2.1. The contract is based on the written order placed by H+R and the supplier's order confirmation, which corresponds to the content of the order.

2.2 H+R shall be bound by the order for 10 calendar days from the order date stated on the order. If H+R does not receive an order confirmation confirming the content of the order unchanged within this period, the order shall no longer be legally binding. However, H+R reserves the right to accept late order confirmations or order confirmations that change the content of the order (new application).

2.3. No agreements other than the order confirmation and order have been made.

2.4. H+R may request reasonable design changes to the delivery item from the supplier. If such changes result in significant changes to the basis for calculation or the delivery schedule, a mutually agreed arrangement shall be made. Before work resulting from the design changes is commenced, a written order supplement from H+R must be available.

2.5. The awarding of subcontracts to subcontractors of the supplier requires the consent of H+R if it involves not only the supply of standard components available on the market but also the provision of specific development or design services.

2.6. The supplier guarantees that it will be able to deliver any necessary replacement parts to H+R within 10 years of delivery at reasonable terms and conditions.

3. Delivery, delay

3.1. The agreed delivery dates, including documentation, and the provision of the agreed services are binding at the time specified in the order letter.

3.2. H+R shall be entitled, in the interests of overall scheduling, to demand the temporary suspension and temporary acceleration of individual services within the framework of the overall schedule, insofar as this is reasonable for the supplier. If this would have a significant impact on costs, the price shall be adjusted accordingly.

3.3. For H+R, customized software must be delivered in source code.

3.4. The supplier must notify H+R of the delivery location of the planned delivery the day before. In the event of delays in delivery, H+R must be notified immediately, regardless of any claims for delay arising in parallel.

3.5. Partial deliveries not expressly agreed in advance require approval.

3.6. Deliveries shall be made free at works to H+R or to the destination specified by H+R.

3.7. If the seller defaults on the contractually agreed delivery dates, 0.1% of the net order value of the affected delivery plus VAT shall be payable for each calendar day within the first four weeks after the start of the default, followed by 0.2% of this net order value plus VAT for each subsequent calendar day, but not more than 5% of the net order value of the delivery concerned plus VAT as a lump sum for damages. The supplier shall be entitled to prove that no damage or significantly less damage has been incurred. H+R shall remain entitled to prove higher damages and demand compensation in excess of the aforementioned limit. The exercise of rights of withdrawal is not affected by this provision.

3.8. If the payment of a contractual penalty has been agreed in the event of improper or late performance, the contractual penalty may be demanded until the final payment has been made, without the need for a separate reservation of rights upon acceptance of the service or delivery within the meaning of § 341 III BGB (German Civil Code).

4. Technical regulations

4.1. The deliveries and services must comply with the general technical regulations of the Federal Republic of Germany (e.g., DIN, VDE, etc.) and the European Union (EN), in particular the safety regulations (e.g., EMC Directive).

4.2. The machines and assemblies may only be delivered with a declaration of conformity/manufacturer's declaration and CE marking.

4.3. The pneumatic, electrical, or mechanical devices specified in the order or in the specifications must

be used.

4.4. All electrical and pneumatic components must be clearly marked on the component and on the mounting surface. Parts lists and spare parts lists must contain the complete order details in addition to the clear assignment of the components.

5. Documentation

5.1. The seller is obligated to provide technical documentation in accordance with standards (e.g., according to the Machinery Directive).

5.2. When delivering software, the documentation requirement is only satisfied by providing a manual in paper form.

5.3. The documentation must be comprehensible and contain any necessary sectional or exploded drawings, as well as clearly and comprehensively defining the spare parts in parts lists. The drawing documentation must be prepared in accordance with H+R specifications.

The complete documentation must be provided in triplicate in paper form and in electronic form (.pdf, .doc, .dwg, .dxf, .stp formats).

6. Terms of payment

6.1. The agreed prices are net fixed prices plus applicable sales tax, if the transaction is subject to sales tax. The supplier's daily prices shall have no effect, even if they are customary in the trade. The agreed prices apply to the entire scope of delivery and services; expenses for transport, insurance, customs duties, etc. shall be borne by the supplier.

6.2. Subject to longer agreed payment terms, payments are due 30 days net after receipt of goods or acceptance of work performance and receipt of an invoice that complies with tax regulations. If H+R pays within 14 calendar days before the due date, H+R is entitled to a 3% discount.

6.3. H+R shall only make expressly agreed advance payments against a performance bond from a credit institution or credit insurer approved within the European Union or the EEA.

6.4. A warranty amount may be retained from the final payment (see 9.8).

6.5. H+R shall be entitled to maintain the performance bond, changing the purpose of the bond, as security for defects in the delivery item for warranty purposes, replacing the warranty retention in accordance with Section 9.8, unless the supplier has provided a separate warranty bond or other warranty security.

6.6. Payments made by H+R do not constitute acceptance of the delivery item as being in accordance with the contract.

6.7. Delayed, defective, or incomplete delivery or performance entitles us to withhold payments on the supplier's claims from the specific transaction to a reasonable extent, and additionally to withhold other claims from the entire business relationship with the supplier until proper performance has been achieved.

6.8. The assignment of claims against H+R to third parties is not permitted.

7. Shipping

Shipping shall be carried out in accordance with the buyer's instructions. The choice of means of transport is the responsibility of the buyer and is specified in the order. The seller shall take out appropriate transport insurance at its own expense.

8. Acceptance

8.1. Once installation of the entire system has been completed, test runs of the delivered machines and systems shall be carried out to determine whether they comply with the technical data and deliver the specified performance.

8.2. Once the machines and systems have been commissioned, performance verification shall take place, during which the seller must prove that its delivery meets the performance guarantee. After successful performance verification, H+R shall issue an acceptance report, which shall be signed by the supplier and H+R. This acceptance report confirms the condition at the time of acceptance and does not release the seller from its warranty and guarantee obligations.

8.3. If machines, systems, or devices are delivered whose conformity with the contractual agreements can only be assessed during continuous operation at the end customer's premises, acceptance within the meaning of Section 8.2 shall be deemed to have taken place at the end customer's premises, unless otherwise expressly agreed. H+R shall notify the supplier of the final acceptance date.

9. Warranty; Performance Guarantee

9.1 The supplier guarantees that the delivery item complies with the performance description specified in the order placed by H+R and that the delivery items comply with the current state of the art. The warranty also covers minor defects.

To ensure that quality requirements are met, the supplier guarantees

- the use of new and fault-free materials
- faultless design and manufacture
- flawless function
- strict compliance with the technical performance data specified or referred to in the order
- execution in accordance with the latest state of the art, in particular taking into account the latest regulations on occupational safety and environmental protection.

9.2 The warranty period is 24 months from delivery to H+R or, if acceptance is required, depending on the final acceptance specified as decisive in the order confirmation at H+R or the customer of H+R, but in the latter case no longer than 36 months from delivery to H+R. This warranty period is based on the use of the delivery item in three-shift operation.

9.3 The warranty shall be provided at H+R's discretion by way of repair or replacement. The costs of subsequent performance to be borne by the seller also include the internal costs incurred by H+R in the course of rectification, in particular personnel costs.

9.4. In the case of minor technical defects, H+R is entitled to carry out the subsequent performance itself and to invoice the supplier for the expenses incurred.

9.5. Defects whose rectification cannot be postponed in view of the otherwise disproportionate potential damage shall be remedied by H+R itself or by a commissioned third party, and the costs shall be charged to the seller at the market rate.

9.6. In the case of the delivery of machines, devices, and systems, the warranty shall be deemed to have failed at the latest after the second attempt, which is unable to establish sustainable conditions in accordance with the contract, unless the circumstances already indicate that the subsequent performance will fail.

Such circumstances may lie in particular in the apparent design causes of the fault pattern.

9.7. If H+R sets a grace period for rectifying defects with the prospect of withdrawal, the right of withdrawal shall not expire if H+R allows the supplier to make further attempts at rectification. In this case, a new grace period shall only be required if H+R has not declared its withdrawal within two months of the expiry of the previously set deadline and the defects persist.

9.8. Unless another amount has been agreed, 5% of the total order value shall be retained as security for any claims by H+R arising from the seller's warranty and guarantee obligations until the expiry of the warranty period. This sum may be replaced by a directly enforceable guarantee from a credit institution or credit insurer licensed within the European Union with a term corresponding to the warranty period.

9.9. When purchasing standard products (e.g., aluminum profiles), H+R shall notify the supplier of any obvious defects within three working days of receipt. For capacity reasons, incoming goods inspections for these products shall only be carried out on a random basis. If the number of defective products exceeds 30% of the delivered batch, H+R shall be entitled to reject the entire batch or to inspect it in full at the supplier's expense. Hidden defects shall be reported by H+R within 5 working days of their discovery at the latest.

In the case of work performance, the obligation to give notice of defects shall not apply.

9.10. If a defect becomes apparent within the first three months after delivery or acceptance, it shall be rebuttably presumed that the delivered goods were already defective at the time of transfer of risk, unless this presumption is incompatible with the nature of the delivery item or the defect.

9.11. If the supplier is obliged to pay damages to H+R due to improper performance, this compensation shall also include lost profits and other consequences of the defect.

The limitation of damages in cases of slight negligence to a contractually typical damage is rejected if the contractually typical damage to be compensated and any insurance policies do not cover the actual damage incurred by H+R.

9.12. The supplier shall indemnify H+R against claims by H+R's customers based on advertising statements made by the supplier or its upstream suppliers within the meaning of Section 434 of the German Civil Code (BGB) and which would not exist without the advertising statement or would not exist in this form or amount. This indemnification obligation applies regardless of whether the

advertising statement was made before or after the conclusion of the contract between the supplier and H+R or whether the advertising statement was published by the supplier.

10. Retention of title

10.1. H+R is also entitled, prior to payment, to further process, combine, and mix the delivery items for itself as the manufacturer, or to resell the delivery items.

10.2. The exercise of rights of retention by H+R due to default or material defects does not prevent the transfer of ownership.

11. Third-party rights

11.1. The seller is liable for ensuring that the machines, systems, or other delivery items supplied by it do not infringe any third-party rights, such as patent, license, or other industrial property rights. H+R has no obligation to check this; H+R is only responsible for the work steps it has carried out itself or parts it has added.

This applies to claims based on foreign legal provisions only if the supplier is aware of the country of final destination for which the machines, parts, and equipment delivered by him were intended.

The supplier indemnifies H+R against all claims asserted against H+R by third parties on the basis of legal provisions and which are not borne by H+R in accordance with the above provisions.

12. Drawings, samples, confidentiality, contractual penalty

12.1. Samples, drawings, etc., which H+R provides for the execution of an order or which the seller produces according to H+R's specifications, remain or become the property of H+R and must be kept confidential. H+R is entitled to copyrights. Such documents may not be made available to third parties for inspection or disposal, nor may they be used or reproduced for the manufacture of goods for third parties or the provision of services to third parties without the prior consent of H+R. They must be handed over or returned to H+R immediately after completion of the order. The supplier shall not be entitled to a right of retention of such documents, regardless of the form of media in which they are stored.

12.2. The seller is also obliged to treat the order placed by H+R as such and all related commercial and technical details (samples, drawings, calculations, work processes, etc.), including information obtained from H+R's customers, as trade secrets and not to disclose them to third parties. The confidentiality obligation shall not apply if the supplier can prove that the information was already known to it before the business relationship with H+R was first established, or was disclosed by an authorized third party without a confidentiality obligation, or that the information was generally accessible or subsequently became generally accessible through no fault of the supplier.

In concrete terms, this confidentiality obligation means that photographs may only be taken at H+R or at H+R's customer premises with the express consent of H+R.

If the supplier violates any of the aforementioned confidentiality obligations, it shall forfeit a contractual penalty amounting to 50% of the net contract value or the anticipated net contract value, plus statutory VAT in each case. H+R reserves the right to prove higher damages.

13. Choice of law, place of jurisdiction

13.1. German law shall apply to the legal relationships between the parties, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

13.2. The court with jurisdiction at the location of H+R's registered office in Ilmenau/Thuringia shall have exclusive jurisdiction for all disputes arising from the business relationship.

13.3 Notwithstanding clause 13.2, H+R shall also be entitled to bring legal action or file motions with any other competent court.

14. Effectiveness, place of performance and success, other

14.1. We store the data relating to our business relationship in electronic form.

14.2. Should any provision of these H+R Terms and Conditions of Purchase be or become invalid, this shall not affect the legal validity of the remaining provisions. Any invalid provision shall be replaced by a legally permissible provision that corresponds to the intended economic purpose.

14.3. The place of performance and success of the delivery is the registered office of H+R or the destination specified by H+R.