

General Conditions of Purchase of Peter Ruppel GmbH & Co. KG

These General Conditions of Purchase govern the business relations of Peter Ruppel GmbH & Co. KG
Bahnhofstraße 70
D-97922 Lauda-Königshofen
Register court: Mannheim District Court
Registration number: HRA 560190
hereinafter referred to as – “ruppel” –
and the supplier hereinafter referred to as the – “Supplier” –

documents may not be made available to third parties without ruppel’s express consent and may only be used for production based on the order; they must be returned without request upon completion. They must also be kept secret from third parties.

1. General, scope of application

These General Conditions of Purchase only apply to companies with which Peter Ruppel GmbH & Co. KG (hereinafter referred to as "ruppel") has entered into a contractual relationship and they are exclusive, i.e. we shall not recognise any of the Supplier’s conditions that contradict or deviate from these General Conditions of Purchase unless we have expressly agreed to them in writing. Our General Conditions of Purchase shall also apply to all future business relationships, even if they have not been expressly agreed to again. They shall also apply even if ruppel accepts the Supplier’s delivery without reservation, in the knowledge that the Supplier's terms and conditions contradict or deviate from our Conditions of Purchase. All agreements made between RUPPEL and the Supplier for the purpose of executing this Contract must be laid down in writing in this Contract.

2. Conclusion of contract

- 2.1 The Supplier is obliged to respond in writing to ruppel's order within a period of 1 week or to execute it without reservation, in particular by dispatching the goods.
- 2.2 All orders are subject to the current version of ruppel’s Supplier Guidelines (Code of Conduct)
https://www.ruppel.de/files/assets/downloads/Supplier_Guidelines_Code_of_Conduct.PDF
In the event of violations, ruppel shall be entitled to charge the Supplier any costs for rework or other expenditures evidently relating to the non-fulfilment of the Supplier Guidelines. The assertion of further damages remains unaffected.
- 2.3 Ruppel retains the intellectual property rights and copyrights to illustrations, drawings, calculations and other documents. Where necessary, it also retains such rights on behalf of its customers. Illustrations, drawings, calculations and other

3. Pricing, payment terms

- 3.1 Unless otherwise indicated, the prices stated in the order are in EURO. These are fixed prices, which include free delivery, which in turn includes packaging, transport costs and insurance. In the case of imported goods, all customs duties, taxes and other costs related to the import of goods are included in the price. Therefore, unless otherwise agreed, the DDP clause pursuant to Incoterms 2010 shall apply. Unless otherwise expressly agreed in writing, the Supplier shall supply ruppel with its drafts, computations, calculations, models and suchlike free of charge and without obligation.
- 3.2 Invoices will only be accepted if – in accordance with the specifications of the order – they state the order number provided therein; the Supplier is responsible for all consequences arising from non-compliance with this obligation, unless it can prove that it is not responsible.
- 3.3 The terms of payment are generally 3% discount for payment within 14 days or for payment within 60 days without deduction after receipt of invoice. If the invoice is received before the goods, the date on which the goods are delivered or the service provided is decisive for calculating the payment period. It should be noted that invoices received immediately before or during company holidays will not be processed. For this reason, it is agreed that the payment period shall be interrupted in the event of company holidays, provided that the Supplier was informed of the period of the company holidays in the order. ruppel is entitled to set-off and retention rights to the extent permitted by law.

4. Delivery times

- 4.1 The delivery date stated in the order is binding. If this is not met, the Supplier shall immediately be in default.
- 4.2 The order confirmation should contain at least the price, quantity, order number and delivery date. The Supplier shall inform ruppel in detail about all planned company holidays, including bridge days (days where the company is closed directly before or after public holidays), so that ruppel can take them into account in its planning.

- 4.3 The Supplier is obliged to inform ruppel immediately in writing if circumstances occur or become apparent to the Supplier which indicate that the agreed delivery date cannot be met.
- 4.4 In the event of a delay in delivery, ruppel shall be entitled, after the expiry of a reasonable period of grace without success, to demand compensation instead of performance or to declare its withdrawal from the contract. If ruppel demands damages, the Supplier shall be entitled to prove it is not responsible for the breach of duty.
- 4.5 In the event that agreed dates and deadlines are not met, ruppel reserves the right to withdraw from the contract by means of a written declaration following expiry of a reasonable period of grace. In all other respects, the Supplier shall – in addition to further statutory claims – be obliged to pay the following lump-sum damages for delay: For each working day of delay, a contractual penalty of 0.1% of the delivery value of the delayed goods, but no more than 5% of the total delivery value of this delivery. The amount of damages shall be set lower or higher if ruppel proves a higher amount of damage was incurred or the Supplier proves a lower amount of damage was incurred. This shall also apply accordingly to the provision of services.
- 4.6 The Supplier undertakes to inform ruppel immediately and in writing, stating the reason and the presumed duration, of all circumstances that could impair a timely delivery or a service provision as soon as these circumstances become recognisable. Ruppel reserves the right to grant an extension of the delivery deadlines.

5. Transfer of risk, documents

- 5.1 Unless otherwise agreed in writing, delivery shall be provided free of charge (Incoterm 2010: DDP). The risk is transferred upon unloading of the goods and acceptance on the premises of ruppel, Bahnhofstraße 70 in Lauda-Königshofen.
- 5.2 The Supplier is obliged to state the order number on all shipping documents and delivery notes; if it fails to do so, ruppel shall not be responsible for delays in processing.
- 5.3 Upon delivery of the delivered items, the Supplier is obliged to provide the necessary foreign trade data, including the classification of the goods in the trade statistics (statistical goods number), the country of origin, the identification and classification of goods subject to export controls and, upon request, the provision of a certificate of origin or proof of preference.

6. Production of the goods/technical changes

- 6.1 The Supplier is obliged to comply with the required quality standards for the production of the goods, which shall always include generally recognised good engineering practice, and to take all necessary measures to prevent industrial accidents, which must comply with the provisions of accident prevention regulations and the rules regarding technical safety and occupational health. The Supplier must comply with all work regulations and provide a guarantee that it complies with these. In the event of non-compliance with such regulations or non-compliance with quality standards and non-observance of general good engineering practice it shall be obliged to compensate for any damages caused by this.
- 6.2 Changes to the object of delivery or performance on the part of the Supplier require the prior written consent of ruppel.

7. Inspection of defects, liability for defects

- 7.1 The Supplier waives the requirement to comply with the ruppel's statutory inspection and complaint periods; ruppel shall only provide notification of obvious and easily recognisable defects, whereby the period allowed for complaints shall be extended to a period of two weeks. The performance of spot checks shall be sufficient for this purpose. If a defect in the goods only becomes apparent after processing and delivery to the end customer, ruppel shall be entitled, in addition to the claims arising from the statutory warranty, to take action at the end customer's premises to rectify the faults itself, without setting a deadline and asserting its right to subsequent performance/removal of defects.
- 7.2 Ruppel is entitled to the full statutory claims for defects; in every case, ruppel shall be entitled to demand from the Supplier, at its own discretion, either the rectification of defects or delivery of a new item. If the first attempt to rectify the defects is unsuccessful, this shall be deemed as failure. Ruppel expressly reserves the right to claim damages, in particular to claim damages instead of performance.
- 7.3 If the claimed defect and the costs it incurs are based solely on the goods purchased from the Supplier, the Supplier shall bear not only the costs of possible replacement or repair, but also any additional costs for travel, on-site activities and additional material. If the goods delivered to ruppel by the Supplier meet the requirements of Section 439(2) and (3) of the German Civil Code (BGB), and if a claim is made against ruppel by its customer or by a customer of its customer regarding the

outlay for dismantling the defective goods and the installation or fitting of a repaired or newly delivered item that is free of defects, the Supplier shall reimburse ruppel for all claims asserted against it, without the Supplier having any right vis-à-vis ruppel or ruppel's customers to carry out the dismantling and re-installation itself.

7.4 Ruppel may, at the Supplier's expense, remedy the defect itself if there is imminent danger or in the case of special urgency.

7.5 The period of limitation is 36 months, calculated from the date of the transfer of risk.

8. Product liability, exemption, liability insurance cover

8.1 Insofar as the Supplier is responsible for product damage, it shall be obliged to indemnify ruppel upon first request from claims for damages made by third parties to the extent that the cause lies within its sphere of control and organisation and it is liable itself in relation to third parties.

8.2 Within the scope of its liability for damage within the meaning of sentence 1 of this paragraph, the Supplier is also obliged to reimburse any expenses pursuant to Sections 683 and 670 of the German Civil Code, which result from or are in connection with a recall carried out by us. We will inform the Supplier about the content and scope of the recall measures to be carried out – as far as is possible and reasonable – and provide it with an opportunity to comment.

8.3 The Supplier undertakes to maintain product liability insurance with a lump-sum coverage of at least two million EURO per personal injury/property damage and to provide evidence of this upon request; if ruppel is entitled to further claims for damages, these shall remain unaffected. Higher amounts of cover may be agreed in individual cases.

8.4 The Supplier guarantees ruppel the timely payment of the applicable minimum wage or higher remuneration and the timely fulfilment of other payment claims to/against its employee(s) in accordance with the provisions of the Minimum Wage Act (MiLoG) and/or the Posted Workers Act (AEntG) or other regulations based on them; the Supplier shall be liable to ruppel for the fulfilment of any resulting claim(s) without limitation and in full. The Supplier shall furthermore ensure that the above provisions apply equally in the event of commissioning a subcontractor or a chain of subcontractors. Upon request, the Supplier shall provide ruppel with the information and documents required to verify compliance with the statutory regulations; the Supplier undertakes to cooperate in defending payment claims brought against

ruppel on the basis of employer liability according to Minimum Wage Act and/or the Posted Workers Act.

9. Intellectual property rights

9.1 The Supplier warrants that no rights of third parties are violated in connection with its delivery.

9.2 If a third party asserts claims against ruppel for this reason, the Supplier shall be obliged to indemnify ruppel against these claims upon first written request and shall cover all expenses that ruppel incurs due to or in connection with the claim.

9.3 The period of limitation is ten years, calculated from the day on which the contract is concluded.

10. Retention of title, supply

10.1 If ruppel supplies parts to the Supplier, ruppel shall retain ownership of these parts. They must be stored separately as such and may only be used for our orders. The Supplier shall be liable for depreciation in value or loss, even if it is not culpable for this. Any processing or transformation by suppliers shall be conducted for ruppel. If the goods subject to retention of title are processed with other objects not belonging to ruppel, ruppel shall acquire co-ownership of the new object in relation to the value of this object (purchase price plus VAT) to the other agreed objects at the time of processing.

10.2 If such objects are mixed as such a way that the Supplier's object is regarded as the main item, it shall be deemed agreed that the Supplier transfers proportional co-ownership to ruppel; the Supplier shall maintain sole ownership or co-ownership on our behalf.

10.3 The ownership of the delivered goods shall – if the Supplier delivers subject to retention of title – pass to ruppel upon full payment. Any extension or expansion of the retention of title by the Supplier is excluded.

11. Withdrawal

Ruppel is entitled to withdraw from the contract in whole or in part without compensation if

- a) the Supplier's economic situation deteriorates to such an extent that, in our opinion, the fulfilment of the contract appears to be endangered, or
- b) the Supplier suspends payments, or
- c) extrajudicial or judicial insolvency proceedings are opened or the opening of such proceedings is refused for lack of assets or
- d) the Supplier seriously violates the Supplier Guidelines (Code of Conduct) of ruppel.

12. Place of jurisdiction, place of performance

- 12.1 If the Supplier is a merchant, the place of jurisdiction shall be our registered office shall; however, we shall be entitled to take legal action against the Supplier at the court of its place of residence.
- 12.2 Unless otherwise stated in the order, the place of performance is our registered office.
- 12.3 German law shall apply without exception, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

13. Miscellaneous

- 13.1 If individual provisions of this Contract are ineffective, the remaining provisions of the Contract shall remain unaffected by this; the ineffective provision must be replaced by one that comes as close as possible to the economically intended purpose.
- 13.2 All agreements between the Parties must be made in writing; the written form also applies to all amendments or collateral agreements. In this respect, the written form also applies to a cancellation of this written form clause.