



## **1 General, scope of application**

- 1.1 These International Purchasing Conditions (hereinafter also referred to as "**Purchasing Conditions**") apply to all business relationships with our business partners and suppliers (hereinafter also referred to as "**Supplier**").
- 1.2 Our Terms and Conditions of Purchase shall only apply if the Supplier is an entrepreneur (§ 14 German Civil Code), a legal entity under public law or a special fund under public law.
- 1.3 Our Terms and Conditions of Purchase shall apply in particular to contracts for the sale and/or delivery of movable goods (hereinafter also referred to as "**goods**"), irrespective of whether the supplier manufactures the goods himself or purchases them from suppliers (§§ 433, 650 BGB). Unless otherwise agreed, the Terms and Conditions of Purchase in the version valid at the time of our order with the supplier, or in any case in the version last notified to the supplier in text form, shall also apply as a framework agreement for similar future contracts without our having to refer to them again in individual cases.
- 1.4 These Terms and Conditions of Purchase shall apply exclusively. We do not acknowledge any terms and conditions of the supplier that conflict with or deviate from our terms and conditions of purchase unless we expressly agree to their validity in writing. Our Terms and Conditions of Purchase shall also apply if we accept the supplier's delivery or service without reservation in the knowledge that the supplier's terms and conditions conflict with or deviate from our Terms and Conditions of Purchase.
- 1.5 Individual agreements (for example, purchasing framework agreements, quality assurance agreements) and specifications in our purchase orders shall take precedence over our Terms and Conditions of Purchase.
- 1.6 When providing goods or services for the first time on the basis of our terms and conditions of purchase, the supplier accepts the terms and conditions of purchase and expressly acknowledges that it has taken note of them and has read and understood them. These can be accessed on the Interroll website under the following link: <https://www.interroll.com/legal-notices-and-terms>.
- 1.7 References to the applicability of statutory provisions shall only have a clarifying meaning. Even without such clarification, the statutory provisions shall therefore apply, unless they are directly amended or expressly excluded in these Terms and Conditions of Purchase.

## **2 Conclusion of contract, content of contract**

- 2.1 Only orders placed by us in writing and bearing our signature or electronic indication of origin shall be binding.
- 2.2 The supplier must confirm our order in writing within two (2) working days of the order date.
- 2.3 A delayed acceptance shall be deemed a new offer and shall require acceptance by us.
- 2.4 We are entitled to demand changes to the delivery

item at our reasonable discretion even after conclusion of the contract if the deviations are reasonable for the supplier.

## **3 Delivery and service**

- 3.1 Unless otherwise agreed, delivery shall be made DDP (Incoterms 2020) to the place of destination specified by us in the order. The respective place of destination is also the place of performance for the delivery and any subsequent delivery (obligation to deliver).
- 3.2 The risk of accidental loss and accidental deterioration of the goods shall pass to us upon delivery at the place of performance. If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply accordingly in the event of acceptance. Delivery or acceptance shall be deemed to have taken place if we are in default of acceptance.
- 3.3 The supplier shall be obliged to submit to us on 01.01. of each year, without being requested to do so, a long-term supplier's declaration for the goods delivered, stating the country of origin, goods codes, customs number and weight.
- 3.4 The agreed delivery and performance dates (delivery time) are binding. The receipt of goods in the case of purchase contracts or the performance of services in the case of service contracts and the completion of the work at our premises or at the agreed place of delivery or performance in the case of contracts for work and services shall count towards compliance.
- 3.5 The supplier is obliged to take all necessary and reasonable measures to ensure that the goods are received by us in accordance with the contract or that services are provided in accordance with the contract. If the supplier becomes aware of specific circumstances or events that could lead to non-compliance with a delivery date or the delivery quantity, the supplier must take all necessary and reasonable remedial measures and inform us immediately. This shall also apply if the supplier is not responsible for the delays in delivery or performance.
- 3.6 If the delivery or service takes place before the specified date, we shall be entitled to reject the delivery or service. Likewise, partial deliveries and partial services may be rejected by us. If necessary, we shall be entitled to return the goods at your expense and risk or to store them with third parties.
- 3.7 If the supplier does not perform or does not perform within the agreed delivery time or if he is in default with his performance, our rights - in particular to rescission and damages - shall be determined in accordance with the statutory provisions. The provisions of section 3.8 remain unaffected.
- 3.8 If the supplier is in default of the agreed delivery time, we are entitled, after prior written warning to the supplier, to demand a lump-sum contractual penalty in the amount of 1% of the net delivery value for each commenced week of the default, but in total not more than 5% of the net delivery value of the goods delivered late. The contractual penalty shall be set off against the



default damage to be compensated by the supplier. The supplier reserves the right to prove that we have suffered no damage at all or only significantly less damage than the aforementioned lump sum. Interroll expressly reserves the right to assert further or other rights, in particular for damages.

- 3.9 Acceptance of the delayed delivery or service shall not constitute a waiver of claims for damages and/or the contractual penalty.

#### **4 Shipping and packaging**

- 4.1 Delivery items shall be packed properly and in an environmentally friendly manner and delivered in suitable containers and means of transport.
- 4.2 When shipping, our delivery and packaging instructions as well as all applicable legal regulations, in particular tariff, transport and packaging regulations as well as customs and hazardous goods regulations must be observed. Unless we have expressly stipulated special requirements for the mode of transport, the mode of transport most favourable to us shall be chosen.
- 4.3 Each delivery shall be accompanied by a delivery note. The delivery note and all delivery documents must contain the date of dispatch, our document number and article number and, if applicable, the drawing number of the delivery item as well as the quantity. In the event of failure to do so, we shall not be responsible for any delays in processing. Any costs incurred by us due to non-compliance shall be reimbursed to us by the supplier.
- 4.4 If sub-suppliers are used, they shall indicate the supplier as their principal in the correspondence and the shipping documents, stating the above-mentioned order data.

#### **5 Product labelling and documentation**

- 5.1 The delivered goods shall be properly labelled.
- 5.2 The scope of delivery shall also include, in particular, the product-specific and/or technical documentation, the certificates of conformity as well as other documents, certificates and operating instructions required for the goods or their use in our national language, in English as well as in the language of our end customer in accordance with the order.
- 5.3 The supplier is obliged to send us all necessary product information, such as safety data sheets, processing instructions, assembly instructions, specifications, notes on occupational safety measures and labelling regulations, in good time before delivery.

#### **6 Pricing, payment**

- 6.1 The price stated in our order is binding. All prices are net fixed prices. Unless otherwise agreed in individual cases, the price includes all services and ancillary services of the supplier (for example assembly and installation) as well as all ancillary costs (for example costs for packaging, transport costs to the destination specified in the order as well as costs for customs formalities, customs duties, etc.).
- 6.2 The value added tax valid at the time of invoicing shall

be shown separately in the invoices. Price increases require our written consent. The invoice shall state the order data. The invoice shall be sent separately after delivery to the invoice address stated in the order/contract.

- 6.3 Unless otherwise agreed, the following terms of payment shall apply: 14 days with a 3% discount on the net invoice amount and 60 days net.

The payment period shall commence upon delivery of the goods at the place of destination (shipping address) or acceptance of the service or work performance and receipt of the invoice at the invoice address stated in the order/contract.

- 6.4 In the event of acceptance of early delivery or performance, the due date shall be based on the originally agreed delivery or performance date. Payments shall not be deemed a waiver of any notices of defects and shall not constitute any acknowledgement of performance in accordance with the contract.

- 6.5 We shall be entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the extent provided by law. In particular, we are entitled to withhold payments due as long as we are still entitled to claims arising from incomplete or defective performance by the supplier.

- 6.6 The supplier shall only have a right of set-off and a right of retention on the basis of counterclaims that have become res judicata or are undisputed.

#### **7 Retention of ownership**

- 7.1 Any processing, mixing or combination (further processing) of provided goods by the supplier shall be carried out for us. The same shall apply in the event of further processing of the goods supplied by us, so that we shall be deemed to be the manufacturer and shall acquire ownership of the goods supplied at the latest upon further processing in accordance with the statutory provisions.

- 7.2 The transfer of ownership of the goods to us shall be unconditional and without regard to the payment of the price. However, if we accept an offer from the supplier conditional on payment of the price in an individual case, the supplier's retention of title shall expire at the latest upon payment of the price for the goods delivered. We shall remain authorised to resell the goods in the ordinary course of business even before payment of the price with advance assignment of the claims arising therefrom (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 passed-on retention of title and the retention of title extended to further processing.

#### **8 Examination for defects, liability for defects**

- 8.1 The statutory provisions and the following supplements and clarifications shall apply to our rights in the event of material defects and defects of title of the goods (including wrong delivery and short delivery as well as improper assembly/installation or defective instructions) and in the event of other breaches of duty



by the supplier.

- 8.2 In accordance with the statutory provisions, the supplier shall be liable in particular for ensuring that the goods have the agreed quality at the time of transfer of risk to us. In any case, those product descriptions which - in particular by designation or reference in our order - are the subject matter of the respective contract or have been included in the contract in the same way as these Terms and Conditions of Purchase shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from us, from the supplier or from the manufacturer.
- 8.3 In the case of goods with digital elements or other digital content, the supplier shall owe the provision and updating of the digital content in any case to the extent that this results from a quality agreement in accordance with the above section 8.2 or other product descriptions by the manufacturer or on its behalf, in particular on the Internet, in advertising or on the goods label.
- 8.4 We are not obliged to inspect the goods or make other enquiries about any defects upon conclusion of the contract. Partially deviating from § 442 paragraph 1 sentence 2 BGB (German Civil Code), we shall therefore also be entitled to claims for defects without limitation if the defect remained unknown to us at the time of conclusion of the contract due to gross negligence.
- 8.5 The statutory provisions (§§ 377, 381 HGB) shall apply to the commercial duty of inspection and notification of defects, subject to the following proviso: Our duty of inspection shall be limited to defects which become apparent during our incoming goods inspection by means of external examination including the delivery documents (e.g. transport damage, wrong delivery and short delivery) or which are recognisable during our quality control by means of random sampling. If acceptance has been agreed, there shall be no obligation to inspect. In all other respects, it shall depend 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. Notwithstanding our duty to examine, our complaint (notice of defect) shall be deemed to have been made without undue delay and in good time if it is sent within five working days of discovery or, in the case of obvious defects, of delivery.
- 8.6 Subsequent performance shall also include the removal of the defective goods and their re-installation, provided that the goods were installed in another item or attached to another item in accordance with their type and intended use before the defect became apparent; our statutory claim to reimbursement of the corresponding costs (installation and removal) shall remain unaffected. The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs and, if applicable, installation and removal costs, shall be borne by the supplier even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified request to remedy a defect shall remain unaffected; in this respect, however, we shall only be liable if we recognised or were grossly negligent in not recognising that there was no defect.

- 8.7 Notwithstanding our statutory rights and the provision in clause 8.6 of our Terms and Conditions of Purchase, the following shall apply: If the supplier fails to fulfil its obligation to remedy the defect - at our discretion by remedying the defect (rectification) or by delivering an item free of defects (replacement) - within a reasonable period of time set by us, we may remedy the defect ourselves and demand reimbursement of the expenses required for this purpose or a corresponding advance payment from the supplier. If the supplementary performance by the supplier has failed or is unreasonable for us (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), no deadline need be set; we shall inform the supplier of such circumstances without undue delay, if possible in advance.

- 8.8 Otherwise, in the event of a material defect or defect of title, we shall be entitled to reduce the price or to withdraw from the contract in accordance with the statutory provisions. In addition, we shall be entitled to claim damages and reimbursement of expenses in accordance with the statutory provisions. If we are entitled to claim damages due to a material defect or a defect of title or if we are entitled to withdraw from the contract, we may demand a lump sum for damages in the amount of 10% of the net order value. The assertion of a claim for damages incurred by us in excess thereof shall remain unaffected. The supplier has the right to prove that no damage at all was incurred as a result of the material defect or defect of title or that the damage was significantly lower than the lump sum.

The general limitation period for claims for defects is three years from the transfer of risk. Insofar as § 438 of the German Civil Code (BGB) provides for a longer limitation period, this shall remain unaffected. If acceptance has been agreed, the limitation period shall commence upon acceptance. The three-year limitation period also applies accordingly to our claims arising from defects of title.

Furthermore, claims arising from defects of title shall not become statute-barred under any circumstances as long as the third party can still assert the right against us - in particular in the absence of a statute of limitations.

Unless otherwise stipulated below, our claims shall otherwise become time-barred in accordance with the statutory provisions.

## **9 Product liability, indemnification, liability insurance cover**

- 9.1 If, in addition to us, the supplier is also responsible for product damage in relation to third parties, the supplier shall be obliged to indemnify us against all claims of third parties to the extent that the cause lies within the supplier's sphere of control and organisation and the supplier itself is liable in relation to third parties.
- 9.2 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 a claim by a third party, including recall actions carried out by us. We shall inform the supplier about the content of the recall measures - as



far as possible and reasonable - and give him the opportunity to comment. Further legal claims remain unaffected.

- 9.3 The supplier shall take out and maintain at its own expense appropriate product liability insurance with a minimum sum insured of EUR 5.0 million per individual claim and irrespective of previous claims in the insurance period. The supplier shall send us a copy of the liability policy at any time upon request.

## **10 Assurances of the Supplier, REACH, RoHS, Code of Conduct**

- 10.1 The supplier is obliged to comply with the relevant statutory provisions in connection with the contractual relationship.
- 10.2 The supplier is obliged to ensure that all deliveries/services comply with the latest state of the art, the relevant national and legal provisions and regulations as well as the guidelines of authorities, professional associations and trade associations of the laws applicable in the relevant sales markets. The supplier is also responsible for the environmental compatibility of the delivered goods and the packaging materials. If deviations from these regulations are necessary in individual cases, the supplier must obtain our written consent. The other obligations under the purchase contract or the contract for work and services, including any guarantees for the quality of the item or the work, shall not be affected by this consent.
- 10.3 The supplier shall ensure that the goods delivered by him comply with all relevant requirements for placing on the market in the European Union and the European Economic Area. Upon request, he shall provide us with evidence of conformity by submitting suitable documents.
- 10.4 In particular, the Supplier undertakes to comply with the requirements and measures resulting from Regulation EC No. 1907/2006 of 18 December 2006 (REACH Regulation) and Directive 2011/65/EU ("RoHS") for all substances, preparations and products (goods) delivered/provided to us.
- 10.5 The Supplier is obliged to comply with the Interroll Code of Conduct, which is available under the following link or which we will send to the Supplier immediately upon request:

<https://www.interroll.com/company/sustainability/sustainable-procurement/>

## **11 Export control and foreign trade data**

- 11.1 The supplier is aware that the export of certain goods by us - e.g. due to their nature or intended use or final destination - may be subject to authorisation. The supplier must therefore comply with the respective requirements of national and international export, customs and foreign trade law for all goods to be delivered abroad and services to be provided abroad and procure the necessary export licences, unless under the applicable foreign trade law it is not the supplier but us or a third party who is obliged to apply for the export licence.

- 11.2 The supplier shall provide us in writing in a timely manner prior to the planned delivery or provision of the service with all information and data that we require to comply with the applicable foreign trade law in the case of export and import and, in the case of further distribution, in the case of re-export of the goods and services. In particular, the supplier shall provide us with the following information for each individual good/service:

- (a) the "Export Control Classifications Number" according to the "U.S. Commerce Control List" (ECCN), if the goods are subject to the "U.S. Export Administration Regulations",
- (b) any applicable export list number,
- (c) the commodity code number according to the current commodity classification of foreign trade statistics and the HS ("Harmonized System") code,
- (d) the country of origin (non-preferential origin) and transmission of relevant certificates of origin,
- (e) whether the goods supplied are suitable in principle for an armaments-related, nuclear or weapons-related use,
- (f) if requested by us, the export control and foreign trade data, i.e. the supplier declarations on preferential origin (in the case of European suppliers) or the certificates on preferences (in the case of non-European suppliers).

- 11.3 In the event of changes to the origin or characteristics of the goods or services or to the applicable foreign trade law, the Supplier shall update the export control and foreign trade data in good time before the delivery date and notify us in writing.

- 11.4 The supplier shall bear verifiable expenses and damages (including internal processing and administrative costs) incurred by us due to the absence or incorrectness of export control and foreign trade data. The supplier is obliged to indemnify us against all damages incurred by us as a result of the culpable breach of the aforementioned obligations pursuant to sections 11.1 to 11.3.

## **12 Industrial property rights of third parties**

- 12.1 The supplier warrants that no third party rights are infringed in connection with his delivery or service.

- 12.2 If a claim is made against us by a third party due to the infringement of property rights, the supplier shall be obliged to indemnify us against such claims upon first written request. We are not entitled to make any agreements with the third party - without the supplier's consent - in particular to conclude a settlement.

- 12.3 The supplier's indemnification obligation relates to all expenses necessarily incurred by us from or in connection with the claim by a third party, in particular also legal defence and administrative costs as well as all costs of a necessary replacement procurement.

- 12.4 If the sale and/or use of the delivery item or the work result to us or by us is prohibited, the supplier shall, at our discretion, either procure the right of use for us at its





own expense or modify the delivery item or the work result at its own expense in agreement with us in such a way that it does not affect the infringed property right.

- 12.5 The Supplier shall not be liable pursuant to Sections 12.1 to 12.4 insofar as it proves that it is neither responsible for the infringement of the IPR nor should have been aware of the infringement at the time of delivery if it had exercised due commercial care.
- 12.6 The limitation period for the claims referred to in Sections 12.1 to 12.4 shall be 10 years, calculated from the conclusion of the contract.

### **13 Documents and secrecy, protection of know-how**

- 13.1 All business or technical information and data of whatever kind made available by us, including features to be taken from any objects, documents or data handed over and other knowledge or experience - hereinafter collectively referred to as "Information" - as long as and to the extent that it is not demonstrably lawfully in the public domain, shall be kept secret by the Supplier vis-à-vis third parties and may only be made available in the Supplier's own business to such persons who must necessarily be involved in its use for the purpose of delivery to us and who are also bound in writing to secrecy. All rights to this information shall remain exclusively with us.
- 13.2 Such information may not be reproduced or used commercially without our prior written consent - except for deliveries or services to us. If the supplier wishes to advertise with our name, our logo or other marks of ours during the existing contractual relationship, our prior written consent shall also be required.
- 13.3 The aforementioned confidentiality and exploitation agreement shall also apply after termination of the supply relationship until the respective information or feature becomes lawfully public.
- 13.4 At our request, all information and data originating from us (including copies or records made at our request) and the items provided on loan shall be returned to us immediately and in full or destroyed and the destruction shall be confirmed in writing.
- 13.5 We reserve all rights to such information and data (including copyrights and the right to and to industrial property rights such as patents, utility models, designs, trademarks, etc.). Insofar as these have been made available to us by third parties, this reservation of rights shall also apply in favour of these third parties.
- 13.6 Products manufactured according to documents drafted by us or according to our confidential information may neither be used by the supplier himself nor offered or supplied to third parties, unless the information provided by us is lawfully in the public domain or state of the art.
- 13.7 All rights to drawings, drafts, etc. (hereinafter: "Documents") prepared by the Supplier according to our special specifications shall pass to us without restriction and exclusively without additional remuneration, including ownership of the Documents. Declarations to the contrary by the supplier, e.g. on the documents handed over to us, are not binding.

### **14 Quality Management System, Auditing**

- 14.1 The supplier must maintain a comprehensible and auditable quality management system (e.g. in accordance with ISO 9000 ff) and environmental management system (e.g. in accordance with ISO 14001) corresponding to its delivery and performance.
- 14.2 We are entitled to carry out an audit of the supplier ourselves or to have it carried out by an expert of our choice. This includes an inspection of the supplier's operations and quality assurance system and a subsequent evaluation. We shall use the findings of this audit as a basis for the awarding of further contracts and for the internal classification of the company (rating).

### **15 Spare parts**

- 15.1 The supplier is obliged to keep spare parts for the goods delivered to us in stock for a period of at least 10 years after delivery.
- 15.2 If the supplier intends to discontinue the production of spare parts for the goods delivered to us within or after the expiry of the period referred to in 15.1, it shall notify us thereof without undue delay after the decision to discontinue has been taken. This decision must be at least one year prior to the cessation of production.

### **16 Place of Jurisdiction, Applicable Law, Final Provisions**

- 16.1 These General Terms and Conditions of Purchase and the contractual relationship between us and the supplier shall be governed by the laws of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.
- 16.2 If the supplier is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the exclusive - including international - place of jurisdiction for all disputes arising from the contractual relationship shall be Sinsheim, Germany. However, we are also entitled in all cases to bring an action at the place of performance of the delivery and service obligation in accordance with these Terms and Conditions of Purchase or a prior individual agreement or at the general place of jurisdiction of the supplier. Overriding statutory provisions, in particular on exclusive jurisdiction, shall remain unaffected.