

General Terms and Conditions of Purchase of Gläser GmbH, 72160 Horb, Germany

1. The following terms and conditions shall apply exclusively to all - including future - orders for deliveries and services (hereinafter uniformly referred to as "delivery"), unless otherwise agreed in writing. Deviating terms and conditions of the supplier or contractor (hereinafter uniformly referred to as "Supplier") shall not apply, even if we have not expressly objected to them.
- 2.1. Only written or telex orders, call-offs and agreements are binding. The written form requirement is also met by fax, e-mail and EDI. Our employees are not authorized to make verbal collateral agreements or promises which go beyond the content of the written contract or which amend these General Terms and Conditions of Purchase to our disadvantage.
- 2.2. If the supplier does not confirm our orders in writing within 10 days of the date of our order, we shall no longer be bound by the order.
- 2.3. If a price or delivery time is not specified in our order and the supplier includes it in an order confirmation, a binding agreement shall only come into effect if we do not revoke our order within 14 days of receipt of the order confirmation.
- 2.4. The supplier may only place subcontracts with our prior written consent.
3. The agreed prices are fixed prices including packaging, plus the value added tax applicable at the time of invoicing and are DDP delivery address (Incoterms 2010)
- 4.1. The agreed delivery dates and deadlines are binding. The agreed delivery date is the date on which the goods must arrive at our works. If acceptance has been agreed or is provided for by law, successful written acceptance by a person authorized by us for this purpose shall be decisive. As soon as the supplier recognizes that it will not be able to deliver on time, in whole or in part, it must inform us of this in writing, stating the reasons and the expected duration of the delay.
- 4.2. Cases of force majeure, lawful strikes and lockouts, operational disruptions or other unforeseeable, unavoidable obstacles or obstacles for which the affected party is not responsible shall release the affected party from the fulfillment of its contractual obligations for the duration of the disruption and its effects. The other party must be notified immediately of the beginning and end of the disruption. If the fulfillment of the contract is not only temporarily delayed as a result, each party is entitled to withdraw from the contract with regard to the delivery affected by this disruption. Claims for damages shall not exist in such cases. If the force majeure occurs at our supplier, we are entitled to demand the tools and the necessary equipment in order to maintain production.
- 4.3. Partial deliveries are only permitted with our written consent.
- 4.4. If the supplier is in default, we may demand a contractual penalty of 1% for each full week of delay, up to a maximum of 5% of the agreed total price for the delayed delivery. We are entitled to claim this contractual penalty until the final invoice. The same shall apply if acceptance has been agreed or is provided for by law and the supplier fails to meet an acceptance deadline.
- 4.5. Any deviations from the contractually agreed technical specification as well as planned changes to the manufacturing process, materials or auxiliary materials etc., including the change of subcontractors, must be notified to us immediately in writing and approved by us in writing in advance.
- 5.1. The goods shall be packed in the usual commercial manner or, at our request, provided with special packaging. The supplier shall be liable for damage resulting from defective packaging.
- 5.2. Upon request, the supplier is obliged to take back the packaging at the place of delivery. However, we are also entitled to dispose of the packaging and to charge the supplier with the reasonable costs of disposal.
6. Unless otherwise agreed in writing, the risk shall pass to us in accordance with DDP delivery address (Incoterms 2010) If acceptance has been agreed or is provided for by law, the risk shall pass to us as soon as we have confirmed acceptance in writing.
7. Each delivery must be accompanied by delivery bills with the details of our order and the article numbers.
8. The invoice shall be sent to us separately for each order with the details of our order. We shall pay at our discretion either within 14 days of receipt of the invoice with a 3% discount or net within 30 days of receipt of the invoice. This payment period shall commence after receipt of the goods in full in accordance with the contract, but not before the agreed delivery date.
9. The Supplier shall only have a right of retention insofar as its counterclaims are undisputed or have been legally established.
10. The supplier warrants that the products are free of legal and material defects at the time of transfer of risk, that they comply with the sample approved by us and the recognized state of the art, the relevant laws, safety and accident prevention regulations and the usual technical standards (e.g. DIN, VDE, VDI, Ex guidelines). If these standards differ, the German version shall prevail.
- 11.1. The supplier is obliged to carry out an outgoing goods inspection. Incoming goods shall be inspected by us for obvious defects, identity, missing quantities and externally recognizable transport damage. There is no further obligation to inspect. We shall notify the supplier of any defects immediately after their discovery. In this respect, the supplier waives the defense of delayed notification of defects. The obligation to inspect incoming goods for obvious defects shall not apply if acceptance has been agreed or is provided for by law.
- 11.2. In the event of defects, we shall be entitled to choose between replacement delivery or rectification of defects. Furthermore, after the unsuccessful expiry of a reasonable grace period or - if it is no longer possible to set a grace period due to particular urgency - after informing the supplier, we shall be entitled to carry out the rectification ourselves, have it carried out by a third party or procure a replacement elsewhere at the supplier's expense; the supplier shall bear the costs incurred in this respect, unless he is not responsible for the defect.
- 11.3. The supplier shall bear all expenses for the purpose of rectification or replacement delivery at the respective place of use of the goods. We shall inform the supplier of the place of use upon request.
- 11.4. The limitation period for claims for defects is 36 months from delivery or - if such is agreed or provided for by law - from acceptance.
- 11.5. If the Supplier repairs products or replaces them in whole or in part, the limitation period of Clause 11.4 shall begin anew with regard to this defect in this product, unless it was an insignificant subsequent performance expense or an express act of goodwill on the part of the Supplier.

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- 12.1. If claims are asserted against us on the basis of product liability, the supplier shall indemnify us against such claims upon first written request if and to the extent that the damage was caused or contributed to by a defect in the product delivered by the supplier. In cases of fault-based liability, however, this shall not apply if the supplier is not responsible for the breach of duty.
 - 12.2. The supplier shall reimburse us for the costs and expenses corresponding to its share of causation/fault, including the costs incurred by us through damage prevention measures (e.g. recalls) and legal action; this shall also apply in the case of recognizable and imminent serial defects.
 - 12.3. The supplier is obliged to insure itself against its liability risk to an appropriate amount and to provide us with evidence of this insurance upon request. 13.1 The supplier warrants that the use of the goods delivered by him does not infringe any industrial property rights, such as patents or utility models, other rights or business or trade secrets of third parties, even at the place of use.
 - 13.1. The Supplier warrants that the use of the goods delivered by it does not infringe any industrial property rights, such as patents or utility models, other rights or business or trade secrets of third parties, even at the place of use.
 - 13.2. In this respect, he shall indemnify us against any third-party claims upon first written request.
 - 14. The supplier shall treat all information (i.e. samples, models, tools, our order, drawings and the like) which it receives from us in the course of the business relationship - even accidentally - as strictly confidential and shall not make it accessible to third parties. They are and remain our property. He may not use this information for his own or third party purposes and must return it to us free of charge after completion of the order without being requested to do so. Mention of our company name or that of our customer for advertising purposes is only permitted with our prior written consent.
 - 15. Tools or other means of production ("Tools") manufactured on our behalf and paid for by us shall become our property upon full payment. The transfer of ownership shall be replaced by the supplier storing the tools for us free of charge with the care of a prudent businessman. He shall store them separately from other items not belonging to us. Our ownership shall be indicated on the tools themselves and in the business books. Upon termination of the business relationship, the tools shall be returned to us upon request. These tools may neither be used by the supplier for his own purposes nor made accessible to third parties. They must be adequately insured against loss and damage.
 - 16.1. If employees or agents of the supplier work at our plant or at one of our customers, the supplier shall require them to observe the accident prevention regulations, the Ex guidelines, the VDI regulations and our operating instructions or those of our customers.
 - 16.2. The supplier shall be liable for all damage which it or its agents cause intentionally or negligently at our plant or at our customers. Upon request, the supplier must provide evidence of the existence of sufficient liability insurance.
 - 16.3. Assembly and installation work must be accepted. Acceptance shall be deemed to have taken place when our authorized representative has accepted the services rendered in writing as being in accordance with the contract. However, we may still assert defects in the final invoice. If we do not fulfill our acceptance obligation, the supplier must grant us a period of at least three weeks.
 - 16.4. The hours worked and the materials provided by the supplier must be confirmed in writing by our authorized representative immediately after the work has been carried out, but at the latest on the day of execution.
 - 17.1. German law apply. The UN Convention on Contracts for the International Sale of Goods of 11.04.1980 is excluded.
 - 17.2. The place of jurisdiction for all disputes arising from and in connection with the business relationship is Horb a.N.. However, we are also entitled to file suit at the court responsible for the supplier's place of business.
 - 17.3. The place of performance for all deliveries and services is the delivery address, for all payments our registered office.

Status: 01.05.2025