

General Terms and Conditions of Purchase of VOGT GmbH Henfenfeld

§ 1 General, Scope

(1) These General Terms and Conditions of Purchase apply to all our business relationships with our business partners and suppliers (hereinafter referred to as 'Suppliers'), provided that the Supplier is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law.

(2) All deliveries, services and offers from our suppliers are made exclusively on the basis of these Terms and Conditions of Purchase, regardless of whether the supplier manufactures the goods itself or purchases them from suppliers (Sections 433, 651 BGB). They are an integral part of all contracts we conclude with our suppliers and also apply to all future deliveries, services or offers, even if they are not separately agreed again.

(3) Our General Terms and Conditions of Purchase apply exclusively. Deviating, conflicting or supplementary terms and conditions of the supplier or third parties shall only become part of the contract if and to the extent that we have expressly agreed to their validity. Our Terms and Conditions of Purchase shall also apply if we accept or pay for the supplier's deliveries or services without reservation in the knowledge of conflicting or deviating terms and conditions of the supplier.

§ 2 Conclusion of contract

(1) Our orders shall be deemed binding at the earliest upon written submission or confirmation. Unless our orders expressly contain a binding period, we shall be bound by them for two weeks after the date of the order.

(2) The date of receipt of the declaration of acceptance by us shall be decisive for timely acceptance. Late acceptance shall be deemed a new offer and requires our acceptance.

(3) We are entitled to change the time and place of delivery and the type of packaging at any time by giving two weeks' written notice prior to the agreed delivery date. The same applies to changes in product specifications, provided that these can be implemented within the supplier's normal production process without significant additional effort, in which case the aforementioned notice period shall be at least four weeks. The supplier shall be reimbursed for any proven and reasonable additional costs incurred as a result of the change. The supplier must notify us in writing of the additional costs to be expected based on a careful assessment in good time, but at least within 5 working days of receipt of our notification.

§ 3 Delivery and delivery time, transfer of risk

(1) The delivery time specified by us in the order is binding. Early deliveries are not permitted.

(2) The supplier is not entitled to make partial deliveries without our prior written consent.

(3) The supplier is obliged to inform us immediately in writing if circumstances arise or become apparent which mean that the delivery time cannot be met.

(4) If the supplier fails to perform or does not perform within the agreed delivery period or is in default, our rights, in particular to withdraw from the contract and claim damages, shall be determined in accordance with the statutory provisions. The provisions in paragraph (5) shall remain unaffected by this.

(5) In the event of delivery delays, we shall be entitled, without prejudice to other rights, to demand a contractual penalty of 0.5%, up to a maximum of 5%, of the respective order value for each week or part thereof of the delivery delay, after giving prior written notice to the supplier. The supplier reserves the right to prove that no damage or less damage has been incurred.

(6) Even if shipment has been agreed, the risk shall only pass to us when the goods are handed over to us at the agreed destination. If acceptance has been agreed, this shall be decisive for the transfer of risk.

§ 4 Prices, terms of payment

(1) The price stated in the order is binding. All prices include the applicable statutory value added tax, unless this is shown separately.

(2) Unless otherwise agreed in writing, the price is free domicile and includes delivery and transport to the shipping address specified in the order, including packaging and any transport and liability insurance.

(3) Unless otherwise agreed, we shall pay within 14 days of delivery and receipt of the invoice with a 3% discount or within 30 days net.

(4) We are entitled to set-off and retention rights as well as the defence of non-performance of the contract to the extent permitted by law. We are entitled to withhold due payments as long as we still have claims against the seller for incomplete or defective services.

§ 5 Retention of title, tools

(1) The transfer of ownership of the goods shall take place unconditionally and regardless of payment of the price. We object to any retention of title provisions and declarations by the supplier that go beyond simple retention of title. In any case, all other forms of retention of title, in particular extended or prolonged retention of title, are excluded.

(2) If we provide parts to the supplier, we reserve title to them. Any processing, mixing or combining (further processing) by the supplier shall be carried out on our behalf. In the event of defective further processing or damage to the parts provided by us, the supplier shall bear the costs of restoration or repair of the parts.

(3) Tools, devices and models that we make available to the supplier or that are manufactured for contractual purposes and invoiced to us separately by the supplier shall remain our property or become our property. They shall be marked by the supplier as our property, stored carefully, protected against damage of any kind and used only for contractual purposes. Unless otherwise agreed, the supplier is obliged to carry out any necessary maintenance and inspection work as well as all maintenance and repair work on the items belonging to us at its own expense and in a timely manner. Upon request, the supplier is obliged to return the items to us in proper condition.

§ 6 Warranty claims

(1) We are entitled to the full extent of our statutory rights in the event of material defects, defects of title and other breaches of duty by the supplier. However, notwithstanding § 438 (1) No. 3 BGB, the warranty period for claims for defects is 36 months from the transfer of risk.

(2) Acceptance or approval of samples or specimens submitted does not constitute a waiver of warranty claims on our part.

(3) We shall be entitled to remedy the defects ourselves at the supplier's expense if there is imminent danger or if there is a particular urgency.

(4) The statutory provisions (§§ 377, 381 HGB) shall apply to the commercial obligation to inspect and give notice of defects, with the following proviso: Our obligation to inspect is limited to defects that become apparent during our incoming goods inspection by means of external examination and during our quality control by means of random sampling. If acceptance has been agreed, there is no obligation to inspect. In all other respects, it depends 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. In all cases, our notice of defects shall be deemed to have been given immediately if it is received by the supplier within 10 calendar days.

§ 7 Product liability

(1) If the supplier is responsible for product damage, it shall indemnify us against third-party claims to the extent that the cause lies within its sphere of control and organisation and it is itself liable in relation to third parties. If we are obliged to carry out a recall campaign vis-à-vis third parties due to a defect in a product delivered by the supplier, the supplier shall bear all costs associated with the recall campaign.

(2) The supplier shall take out and maintain product liability insurance with a lump sum coverage of at least EUR 10 million per personal injury/property damage. At our request, the supplier shall provide a copy of the liability insurance policy at any time.

§ 8 Property rights

(1) The supplier warrants that the products it supplies do not infringe any third-party property rights in countries of the European Union or other countries in which it manufactures the products or has them manufactured.

(2) The supplier undertakes to indemnify us upon first request against any claims asserted against us by third parties due to the infringement of industrial property rights and to reimburse us for all necessary expenses in connection with such claims.

(3) Further legal claims due to defects in title of the products delivered to us remain unaffected.

§ 9 Confidentiality

(1) We reserve ownership rights and copyrights to orders placed by us, contracts and illustrations, plans, drawings, calculations, descriptions and other documents made available to the supplier.

(2) The documents and information provided must be kept confidential from third parties, even after termination of the contract. The supplier may not make them accessible to third parties or use or reproduce them himself or through third parties without our express consent. He must return them to us in full at our request if they are no longer required by him in the ordinary course of business or if the negotiations do not lead to the conclusion of a contract.

(2) Without our prior written consent, the supplier may not refer to the business relationship in advertising material, brochures, etc., nor may it exhibit delivery items manufactured for us.

§ 10 Assignment, offsetting, retention

- (1) The supplier is not entitled to assign its claims arising from the contractual relationship to third parties. This does not apply to monetary claims.
- (2) The supplier shall only be entitled to a right of set-off or retention on the basis of legally established or undisputed counterclaims.

§ 11 Choice of law, place of performance and place of jurisdiction

- (1) The legal relationship between us and the supplier shall be governed by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.
- (2) Unless otherwise specified in our order, the place of performance shall be our registered office.
- (3) If the supplier is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, our registered office shall be the exclusive – including international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. However, we shall also be entitled to bring an action at the supplier's general place of jurisdiction.

§ 12 Quality and environment

- (1) In addition to our high quality standards, environmental protection is an integral part of our company's quality policy. VOGT GmbH therefore operates a quality management system in accordance with DIN EN ISO 9001 and an environmental management system in accordance with DIN EN ISO 14001.
- (2) We maintain an environmental management system in accordance with DIN EN ISO 14001 in order to ensure the sustainable environmental compatibility of our products and processes on the one hand and the behaviour of our employees on the other.
- (3) Our suppliers and service providers are required to actively support us in achieving these goals within the scope of their activities. When procuring goods and services, therefore, in addition to price and cost-effectiveness, the environmental compatibility and energy efficiency of products and services are also key purchasing criteria. We reserve the right to check this with our contractors after consultation in the course of quality audits.

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