

General Terms and Conditions of Purchase of GERHARDI ALUTECHNIK GMBH

§ 1 General Provisions – Scope of Application

- (1) Our Terms and Conditions of Purchase apply exclusively; we do not recognize any terms and conditions of the supplier that conflict with or deviate from our Terms and Conditions of Purchase, unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Purchase shall also apply if we accept the supplier's delivery without reservation while being aware of terms and conditions of the supplier that conflict with or deviate from our Terms and Conditions of Purchase.
- (2) All agreements made between us and the contractor—hereinafter referred to as the "Supplier" regardless of the underlying legal relationship—for the purpose of executing this contract must be set forth in writing.
- (3) Our Terms and Conditions of Purchase apply only to business entities.

§ 2 Review and Acceptance of the Order, Effects of Acceptance, Bid Documents

- (1) The supplier is obligated to accept our order within a period of 2 weeks, preferably by noting acceptance on the copy of the order; otherwise, by specifying the price, discount, cash discount, and other details of the order in accordance with § 3(3) below. By accepting the order, the supplier acknowledges that it has familiarized itself with the nature of the work and the scope of the service by reviewing the available plans.
- (2) We reserve ownership rights and copyrights to illustrations, drawings, calculations, samples, models, trademarks, packaging, and other documents; they may not be made available to third parties without our express written consent. They are to be used exclusively for production based on our order; after completion of the order, they must be returned to us without request. They must be kept confidential from third parties; in this respect, the provision of § 9 (4) applies additionally.
- (3) We shall not be bound by any obvious errors, typographical errors, or calculation errors in the documents, drawings, and plans submitted by us. The supplier is obligated to notify us of such errors so that our order can be corrected and renewed. This also applies in the event of missing documents or drawings.

§ 3 Prices – Terms of Payment – Prohibition on Assignment

- (1) The price stated in the order is binding. Unless otherwise agreed in writing, the price includes delivery "free on the premises," including packaging. The return of packaging, unless governed by the Packaging Ordinance, requires a separate agreement.
- (2) Unless otherwise agreed in writing, the price includes statutory value-added tax.
- (3) Invoices must be sent to us separately for each order in duplicate. They must not be enclosed with the shipment of goods. We can only process invoices if they specify the order number stated in our order; the supplier is responsible for all consequences arising from non-compliance with this obligation, unless the supplier proves that it is not at fault.
- (4) We pay according to the following payment schedule:
Invoices received from the 1st to the 10th of a month = payment on the 20th.
Invoices received from the 11th to the 20th of a month = payment on the 30th.
Invoices received from the 21st to the 31st of a month = payment on the 10th of the following month.
In each case, minus a 3% discount or net within 60 days of receipt of the invoice.
For invoices for construction services, the date of review by the architect shall apply in lieu of the date of receipt of the invoice.
- (5) We are entitled to set-off and retention rights to the extent permitted by law.
- (6) The Supplier may not assign claims against us to third parties without our consent. This does not apply to assignments made in connection with customary forms of retention of title or under factoring agreements.

§ 4 Delivery Time

- (1) The delivery time specified in the order is binding. The goods must be received at the delivery location specified by us within the delivery period or by the delivery date.
- (2) The supplier is obligated to notify us immediately in writing if circumstances arise or become apparent to the supplier that indicate the agreed delivery time cannot be met.
- (3) In the event of a delay in delivery, we are entitled to the remedies provided by law. In particular, we are entitled to claim damages in lieu of performance, subject to the statutory requirements. If we claim damages, the supplier has the right to prove that it is not responsible for the breach of duty.

- (4) In the event of a delay in delivery, following a written reminder and without prejudice to our statutory rights (see paragraph (3) above), we shall be entitled to claim a contractual penalty of 0.5% of the net order value per week or part thereof, up to a maximum of 5% of the net order value and/or the delivery, and/or to withdraw from the contract. The contractual penalty paid shall be offset against any claim for damages.
- (5) We are not obligated to accept delivery prior to the delivery date.

§ 5 Transfer of Risk – Documents

- (1) Unless otherwise agreed in writing, delivery must be made free on the premises. The risk of accidental loss or accidental deterioration shall be borne by the supplier until the goods are received by us.
- (2) The supplier is obligated to indicate our exact order number on all shipping documents and delivery notes; if the supplier fails to do so, we shall not be held responsible for any delays in processing.
- (3) We are an SVS/RVS prohibited customer.

§ 6 Inspection for Defects – Liability for Defects

- (1) The supplier must inspect the delivered goods prior to shipment to ensure they comply with the contractual specifications and must document the condition of the delivered goods in a certificate of origin. Our incoming goods inspection is limited to verifying the identity of the goods, the delivery quantity, and the presence of transport damage and obvious defects. Further inspections of the delivered goods take place only within the framework of our quality management system as quality controls accompanying production. Due to this procedure, the supplier waives the right to raise a complaint regarding insufficient or delayed incoming goods inspection pursuant to § 377 HGB. A complaint is considered timely if it is received by the supplier within a period of 10 business days, calculated from the date of receipt of the goods or, in the case of non-obvious defects, from the date of discovery.
- (2) We are entitled to the full scope of statutory claims for defects; in any case, we are entitled to demand, at our discretion, that the supplier either remedy the defect or deliver a new item. We expressly reserve the right to claim damages, in particular the right to claim damages in lieu of performance.
- (3) We are entitled to remedy the defect ourselves at the supplier's expense if there is imminent danger or a special urgency.
- (4) Our products are predominantly construction products within the meaning of Section 438(1)(2) of the German Civil Code (BGB) and are subject to the mandatory 5-year warranty. For this reason, the warranty for the product manufactured by the supplier or for the work performed by the supplier expires 63 months after delivery to or acceptance by us, unless the law provides for a longer limitation period or a suspension of the limitation period.
- (5) Unless otherwise provided above, the supplier's liability for non-conforming performance is governed by the statutory provisions.

§ 7 Product Liability – Indemnification – Liability Insurance Coverage

- (1) The Supplier bears full responsibility for the product it delivers in accordance with the Equipment and Product Safety Act (GPSG). If measures under the GPSG become necessary or are ordered by the authorities, the Supplier shall indemnify us against the costs if and to the extent that the cause lies with its product.
- (2) To the extent that the Supplier is responsible for product damage, the Supplier is obligated to indemnify us against third-party claims for damages upon first request, provided that the cause lies within the Supplier's sphere of control and organization and the Supplier is personally liable in its external relations.
- (3) Within the scope of its liability for damage cases within the meaning of paragraphs (1) and (2), the supplier is also obligated to reimburse any expenses arising from or in connection with a recall campaign carried out by us or ordered by the authorities. We shall inform the supplier—to the extent possible and reasonable—of the content and scope of the recall measures to be carried out and give the supplier the opportunity to comment. Other statutory claims remain unaffected.
- (4) The Supplier undertakes to maintain product liability insurance with adequate coverage for personal injury and property damage; if we are entitled to further claims for damages, these remain unaffected.

§ 8 Intellectual Property Rights

- (1) Subject to paragraph (4), the Supplier warrants that its delivery does not infringe any third-party rights within the EC member states.
- (2) If we or our customers are held liable by a third party for this reason, the Supplier is obligated to indemnify us against such claims upon our first written request; we are not authorized to enter into any agreements with the third party—without the Supplier's consent—in particular to settle the matter.
- (3) The Supplier's obligation to indemnify us covers all expenses necessarily incurred by us arising from or in connection with the claim by a third party.
- (4) The statute of limitations is ten years, calculated from the conclusion of the contract.
- (5) The preceding paragraphs (1) through (4) shall not apply if the supplier has manufactured the delivered goods in accordance with drawings, models, or other equivalent descriptions or instructions provided by us and does not know, or cannot know in connection with the products manufactured by him, that this infringes any intellectual property rights.

§ 9 Retention of Title – Provision of Materials – Tools – Confidentiality

- (1) If we provide materials or semi-finished goods to the supplier, we reserve title to them. They must be stored separately as such and may only be used for our orders. The supplier shall be liable for any depreciation or loss, even without fault. Any processing or transformation carried out by the supplier shall be performed on our behalf. If our goods subject to retention of title are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our item (purchase price plus VAT) to the other processed items at the time of processing.
- (2) If the item provided by us is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the reserved item (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing is carried out in such a way that the supplier's item is to be regarded as the principal item, the supplier shall transfer proportional co-ownership to us; the supplier shall hold the sole ownership or co-ownership in trust for us.
- (3) We reserve title to the tools; the supplier is obligated to use the tools exclusively for the manufacture of the goods we have ordered. The supplier is obligated to insure the tools belonging to us at replacement value, at its own expense, against fire, water, and theft. At the same time, the supplier hereby assigns to us all claims for compensation arising from this insurance; we hereby accept the assignment. The supplier is obligated to perform any necessary maintenance and inspection work on our tools, as well as all maintenance and repair work, in a timely manner at its own expense. He must notify us immediately of any malfunctions; if he culpably fails to do so, claims for damages remain unaffected.
- (4) The Supplier is obligated to keep all illustrations, drawings, calculations, and other documents and information received strictly confidential. They may only be disclosed to third parties with our express consent. The confidentiality obligation shall remain in effect even after the performance of this contract; it shall expire if and to the extent that the manufacturing knowledge contained in the illustrations, drawings, calculations, and other documents provided has become generally known.
- (5) If the security interests to which we are entitled under paragraph (1) and/or paragraph (2) exceed the purchase price of all our goods subject to retention of title that have not yet been paid for by more than 10%, we are obligated, at the supplier's request, to release such security interests at our discretion.

§ 10 Jurisdiction – Place of Performance – Choice of Law

- (1) If the supplier is a merchant, the court in Lüdenscheid shall have jurisdiction; however, we are also entitled to bring an action against the supplier at the court in the supplier's place of residence.
- (2) Unless otherwise specified in the order, the place of performance shall be Lüdenscheid.
- (3) If the supplier is based abroad, the business relationship shall be governed by German law, including the United Nations Convention on Contracts for the International Sale of Goods. In addition to the Convention, Sections 478 and 479 of the German Civil Code (BGB) regarding recourse in consumer sales shall apply in particular.

§ 11 Data Protection Clause

For the duration of the business relationship, including the initial contact and transaction phases, the supplier's data will be stored and processed in an automated database. We hereby notify the supplier of this for the first time. Legal basis: Sections 28 and 33 of the Federal Data Protection Act