

1. Scope of Application

1.1. These Purchasing Conditions apply to legal transactions between the companies of the KLEiN Group (hereinafter referred to as "KLEiN") and the business partners (hereinafter referred to as "Partner") in commercial business transactions.

The companies of the KLEiN Group (**KLEiN**) consist of the following entities:

KLEiN	KLEiN GmbH & Co. KG	esb KLEiN Umformtechnik	Alfred Klein
Umformtechnik GmbH	Umformtechnik Sachsen	GmbH & Co. KG	Grundbesitzverwaltung GmbH & Co. KG
Waldstraße 65	Bergener Ring 20	Bergener Ring 20	Waldstraße 65
D-57250 Netphen-Deuz	D-01458 Ottendorf-Okrilla	D-01458 Ottendorf-Okrilla	D-57250 Netphen-Deuz

These Purchasing Conditions also apply within the companies of the KLEiN Group.

1.2. Business partners (**Partner**) may be companies, legal entities under public law, and special funds under public law.

1.3. If the Partner is not a manufacturer or service provider but a **dealer**, the Partner must inform KLEiN immediately and at the time of submitting the offer.

1.4. The **Partner's general (sales, delivery, or business) terms and conditions** shall not become part of the contract. Such terms are expressly rejected, even if order confirmations or deliveries are accepted without reservation.

1.5. These Purchasing Conditions also apply to all **future orders** and contractual relationships between the Partner and KLEiN.

1.6. **Conflicting terms and conditions** do not affect the formation of the contract if the parties have agreed on all essential points. In this case, the mutually consistent provisions of both parties' terms and conditions apply; otherwise, statutory law applies.

1.7. If these Purchasing Conditions are provided to the Partner in another **language**, only the German version shall prevail.

2. General Provisions

2.1. The Partner and KLEiN shall promptly confirm verbal agreements in writing. Where **written form** is required, text form (§126b BGB) is sufficient.

2.2. KLEiN may terminate the contract without notice if **insolvency proceedings** are applied for against the Partner's assets.

2.3. KLEiN may terminate the contract without notice if the Partner repeatedly fails to fulfill the contract despite reasonable **grace periods** (§323 BGB & §636 BGB).

2.4. **Loading/unloading times** and goods acceptance times at KLEiN, unless otherwise agreed, are on business days only:

- Netphen site: Mon–Thu 07:00–15:30, Fri 07:00–14:30
- Ottendorf-Okrilla site: Mon–Fri 07:00–15:00

3. Offer & Order

3.1. **Offers** and cost estimates shall be provided free of charge. KLEiN does not cover costs for preliminary work associated with submitting an offer unless individually agreed.

3.2. The Partner must notify KLEiN in writing of any **errors or ambiguities** in the order. Verbal agreements or amendments require written confirmation.

3.3. Execution of the order constitutes **acceptance of these Purchasing Conditions**.

3.4. **Delivery call-offs** based on a delivery schedule may be transmitted via EDI and become binding unless the Partner objects within two working days.

3.5. After placing an order, KLEiN may—where reasonable—request modifications to the **scope of delivery**. Consequences must be agreed mutually.

4. Confidentiality & Non-Disclosure

- 4.1. Each contracting party shall use all documents (including samples, models, and data) and all information obtained from the business relationship solely for the jointly intended purposes. Such documents and information shall be kept confidential with the same degree of care as the party applies to its own equivalent confidential materials, provided that the other contracting party has designated them as confidential or has an obvious interest in keeping them **confidential**.
- 4.2. This obligation begins upon first receipt and **ends 36 months** after termination of the business relationship.
- 4.3. This obligation does **not apply to documents and information** that are publicly known, were already known to the receiving contracting party at the time of receipt without any duty of confidentiality, are subsequently provided by a third party who is authorized to disclose them, or are developed independently by the receiving contracting party without using any confidential documents or information of the other contracting party.
- 4.4. Drawings and descriptions provided by KLEiN remain **KLEiN's property** and must be returned on request. Ownership of drawings prepared by the Partner transfers to KLEiN once fully paid.

5. Communication & Information Obligations

- 5.1. KLEiN maintains an IT-supported **document management system**. Incoming correspondence must be sent as follows:
 - i) Order confirmations → AB-MM@klein-ut.de
 - ii) Invoices & credit notes → RG-MM@klein-ut.de
 - iii) Inspection certificates → WZ-MM@klein-ut.de
- 5.2. The Partner must **comply with the following requirements** when submitting electronic documents:
 - a) All documents must reference the KLEiN order number.
 - b) Documents must be attached as PDF files only.
 - c) One e-mail = one PDF = one document.
 - d) E-mail addresses above are only for these document types.
 - e) All other correspondence must be sent to the responsible contact person.
 - f) Each document may reference only one order number; collective invoices are not permitted.
 - g) No relevant information may appear in the e-mail text or subject line.
 - h) Each PDF invoice must contain all information required under §14(4) and §14a(5) UStG.
 - i) Replies to postausgang@klein-ut.de are not permitted.
- 5.3. The Partner shall provide all relevant **CO₂-footprint** information for supplied goods, including:
 - a) Product-related greenhouse gas emissions along the life cycle (at least Cradle-to-Gate),
 - b) Calculation methods and emission factors,
 - c) Energy use, material composition, transport and manufacturing data.Data must comply with standards such as ISO 14067 or GHG Protocol Product Standard.
Missing or incorrect data shall result in full liability and indemnification.
- 5.4. The Partner shall ensure that, in all **electronic communication** with us — including e-mail correspondence, data exchange via portals, electronic documents, API interfaces, or any other digital transmission channels — an IT security level corresponding to the current state of the art is maintained at all times.
The Supplier undertakes in particular:
 - a) to use up-to-date encryption methods for the transmission of confidential or personal data,
 - b) to secure its IT systems through appropriate technical and organizational measures (e.g., firewalls, malware protection, multi-factor authentication),
 - c) to regularly update software and security components,
 - d) to ensure that transmitted files are free from malware,
 - e) to provide immediate notification if security incidents, data breaches, or other disruptions occur that may affect the integrity, confidentiality, or availability of communication.The Supplier shall ensure that all subcontractors or service providers used by the Supplier comply with these security requirements to the same extent.

6. Samples & Production Equipment

- 6.1. Unless otherwise agreed, the manufacturing costs for **samples and production equipment** (tools, molds, templates, etc.) shall be quoted separately to KLEiN. This also applies to production equipment that must be replaced due to wear.
- 6.2. The Partner bears the costs for maintenance, **proper storage**, and the risk of damage or destruction of the production equipment. The Partner shall provide appropriate insurance without being asked to do so.
- 6.3. The Partner shall **store the production equipment** free of charge for three years after the last delivery to KLEiN. After this period, the Partner shall request in writing that KLEiN declare within six weeks whether the equipment is still needed. The storage obligation ends if no statement is made within this period or no new order is placed.
- 6.4. Production equipment intended for **customer-specific** use may only be used for deliveries to third parties with prior written consent from KLEiN.
- 6.5. Production equipment purchased fully or partially by KLEiN may not be scrapped, made accessible to third parties, or used for purposes other than the contractual purposes without written consent. They must be **marked as KLEiN's property** and stored with due care.

7. Origin & VAT Documentation / Export Restrictions

- 7.1. The Partner is obliged to provide the correct **customs tariff number** (HS code) according to the Combined Nomenclature (Regulation (EEC) No. 2658/87) for all goods delivered to KLEiN, fully and without request.
- 7.2. Additionally, the Partner must provide the **non-preferential origin** of the goods and—if required by preference agreements or explicitly requested by KLEiN—a **preferential origin** document (e.g., supplier's declaration, origin declaration on invoice, or formal certificate of origin).
- 7.3. All **origin information** must be truthful, complete, and properly documented. It must be provided at the latest with the order confirmation and the invoice and is considered part of the required delivery documentation.
- 7.4. The Partner is **liable for the accuracy and completeness of all customs- and origin-relevant information** and shall indemnify KLEiN from all disadvantages, costs, or damages resulting from incorrect, incomplete, or missing information.

8. Payment Terms / Assignment of Claims

- 8.1. Unless otherwise agreed, incoming invoices are payable within 30 days of receipt. For payments made within 14 days, KLEiN may deduct a 3% discount. Individually agreed **terms** shall apply as stated in the order.
- 8.2. **Payment default requires** prior reminder notice.
- 8.3. **Assignment of claims** by the Partner requires written consent from KLEiN. Without such consent, KLEiN may still discharge obligations by paying the Partner directly.
- 8.4. When accepting **early delivery**, payment maturity is based on the agreed delivery date.
- 8.5. In case of **defective delivery or delay**, KLEiN may withhold payment proportionally until proper performance has been rendered.
- 8.6. If the Partner assigns claims contrary to Section 8 without consent, the assignment remains valid, but KLEiN may **choose to pay** the Partner or the third party.
- 8.7. If after contract conclusion it becomes evident that the Partner's **performance is at risk** due to lack of capability, KLEiN may refuse payment and set a reasonable deadline for delivery against payment or provision of security. If the Partner refuses or the deadline expires unsuccessfully, KLEiN may withdraw from the contract and claim damages.

9. Delivery & Transfer of Risk

- 9.1. **Delivery dates** stated in orders are binding. Changes must be agreed in writing. The Partner must inform KLEiN immediately of any delays.
- 9.2. If the Partner is in **delay**, KLEiN may—after unsuccessful grace period—reduce the purchase price by 1% per week of delay, up to a maximum of 5%.
- 9.3. Unless otherwise agreed, delivery shall be DDP (**Incoterms 2020**). Risk transfers to KLEiN only once the Partner has placed the goods inside KLEiN's warehouse.
- 9.4. If **entering KLEiN company premises is necessary**, the "House Rules for External Companies," available at www.klein-ut.de, must be accepted.
- 9.5. Acceptance of goods does not constitute **acknowledgment** of freedom from defects or correct quantity and is always subject to inspection.

10. Product & Service Characteristics / Warranty / Defects

- 10.1. The Partner shall maintain a suitable and state-of-the-art **quality control system** and a quality management system enabling continuous quality assessment.
- 10.2. KLEiN expects that products supplied will always reflect the **latest state of the art**, and the Partner must point out potential improvements or technical changes.
- 10.3. The Partner guarantees that all delivered products comply with **legal and technical safety requirements**, including ProdSG, EU safety directives, and relevant harmonized standards.
The Partner must provide all required conformity documents (CE declarations, safety data sheets, test reports, etc.) with the delivery.
The Partner shall inform KLEiN immediately of any safety-related findings and cooperate fully in corrective measures such as recalls or warnings.
- 10.4. Any **modifications to the product** or manufacturing process compared to previous deliveries require prior written consent from KLEiN.
- 10.5. If **quality assurance agreements** or partnership contracts exist, they shall take precedence.
- 10.6. The Partner shall comply with all **applicable legal, governmental, and industry regulations**, including:
 - REACH Regulation (EC 1907/2006)
 - ElektroG, ElektroStoffV (RoHS implementation)
 - WEEE Directive 2002/96/EC
 - End-of-life vehicle regulations (EU 2000/52/EC)
- 10.7. The Partner ensures compliance with **labor, social, and occupational safety laws**, including the Minimum Wage Act.
- 10.8. The Partner must comply with **environmental, climate, and energy regulations**, including waste disposal, substance restrictions, and emission controls.
- 10.9. The Partner must immediately inform KLEiN of any REACH-related **changes affecting the product**, availability, use, or quality and coordinate appropriate measures.

11. Notification of Defects & Performance Claims

- 11.1. KLEiN's **inspection duty under commercial law** is limited to checking identity, quantity, externally visible transport or packaging damage, and random sampling.
- 11.2. Obvious **defects** must be reported within 7 working days; hidden defects must be reported immediately upon discovery. Gross defects or incorrect deliveries have no reporting deadline.
- 11.3. If the Partner **fails to remedy** defects within a reasonable deadline, KLEiN may remedy the defect itself or via third parties at the Partner's expense.
- 11.4. Warranty claims follow statutory regulations; however, the Partner **guarantees defect-free goods** for the entire statutory limitation period. For six months after the start of the limitation period, it is presumed in favor of KLEiN that the defect existed at transfer of risk.

12. Third-Party Rights

- 12.1. The Partner shall indemnify KLEiN from all **product liability claims** arising from the Partner's deliveries.
- 12.2. The Partner shall also indemnify KLEiN from all claims arising from alleged infringement of **property rights** (patents, copyrights, trademarks, etc.).
- 12.3. The Partner must disclose any **third-party rights** in delivered items without being asked.
- 12.4. If the Partner is directly liable under law, the Partner shall **indemnify** KLEiN from all related claims and costs.

13. Other Liability of the Partner

- 13.1. If the Partner is responsible for a **product-related damage**, the Partner shall indemnify KLEiN to the extent the Partner is liable externally.
- 13.2. As part of this liability, the Partner is also obliged to reimburse any expenses pursuant to Sections 683 and 670 of the German Civil Code (BGB), as well as pursuant to Sections 830, 840, and 426 BGB, that arise from or in connection with a **recall action** carried out by KLEiN or by KLEiN's customers.
KLEiN will inform the Partner — to the extent possible and reasonable — about the nature and scope of the recall measures to be taken and will give the Partner the opportunity to comment.
All other statutory claims shall remain unaffected.
- 13.3. The Partner shall maintain adequate **product liability insurance** and provide proof.

14. Data Protection & Force Majeure

- 14.1. The Partner shall process **all data**, especially personal data, in accordance with applicable data protection laws and maintain suitable technical and organizational security measures.
- 14.2. **Force majeure** events such as strikes, unrest, governmental actions, or supplier failures release both parties from performance obligations for the duration and extent of the disruption.
- 14.3. The Partner shall comply with **anti-corruption, competition, and compliance regulations** and shall not offer or accept unlawful advantages.

15. Place of Jurisdiction, Applicable Law & Consequences of Violations

- 15.1. Exclusive **place of jurisdiction** is Siegen or the registered office of the ordering company.
- 15.2. German **law** applies exclusively, excluding CISG.
- 15.3. Where these conditions contain **no provisions**, statutory law applies.
- 15.4. **Invalid provisions** do not affect the validity of the remainder.
- 15.5. The Partner must prove compliance with these obligations and report any **violations** immediately.
- 15.6. **Violations** entitle KLEiN to extraordinary termination and claims for damages.
- 15.7. If the Partner breaches the obligations in these Purchasing Conditions, the Partner shall be **liable for resulting damages** and indemnify KLEiN from third-party claims.