

1. Scope

- 1.1. Our currently valid General Terms and Conditions of Purchase (GTCP) apply to all contracts with entrepreneurs (§§ 310 para. 1, 14 German Civil Code (BGB)), legal entities under public law, and special funds under public law for deliveries and services to be provided to us.
- 1.2. Our GTCP also apply to all future contracts in the ongoing business relationship with our supplier. The supplier can access and download our GTCP at any time on the internet at [Supplier information - SEVERIN \(Official\)](#). We will also send them to the supplier free of charge upon request. We will send the GTCP to foreign suppliers at the latest with our order and each order confirmation in the contract language.
- 1.3. Any deviating, conflicting, or supplementary general terms and conditions of the supplier are hereby rejected. The supplier's general terms and conditions that conflict with, deviate from, or supplement our GTCP, or the supplier's unilateral business or sales conditions, shall not apply even if we do not expressly object to them or unconditionally provide or accept services, unless we have expressly agreed to such conditions in writing in individual cases.

2. Conclusion of Contract

- 2.1. If the supplier submits an offer to us or if its order confirmation deviates from our order, the contract is only concluded upon receipt of our written confirmation. The technical documents, drawings, material specifications, and other information attached to an offer are an essential part of the offer.
- 2.2. If an offer made by us for the conclusion of a contract is "non-binding," we can revoke it freely until the supplier's declaration of acceptance is received. The binding effect of an offer made by us expires at the latest 10 working days after the offer is received by the supplier if the supplier does not confirm the offer in writing or by unconditionally dispatching the goods within this period.
- 2.3. The supplier must point out any obvious errors (e.g., typing and calculation errors) and incompleteness of the order, including the order documents, for the purpose of correction or completion before acceptance; otherwise, the contract is considered not concluded.
- 2.4. The supplier is bound by its offer for 4 weeks from receipt by us.
- 2.5. The preparation of offers and the development of projects by the supplier are non-binding and free of charge for us.
- 2.6. We can demand changes to the delivery item in terms of design and execution within the scope of what is reasonable for the supplier. The effects, particularly with regard to additional or reduced costs and delivery dates, must be appropriately and mutually agreed upon.

3. Prices and Payment Terms, Invoices

- 3.1. The price stated in our order is binding. Price increases are excluded after the conclusion of the contract. If the supplier reduces its prices or improves the conditions between the order and delivery, these shall apply. All prices include statutory VAT unless it is separately stated.
- 3.2. Invoices must include all necessary evidence and references to the order data (invoice date, delivery date, order items, order number, order reference number, respective item number, tax number, etc.). Payment and discount periods do not begin until we have received a verifiable invoice.
- 3.3. Unless otherwise agreed in individual cases, the price includes all services and ancillary services of the supplier as well as all incidental costs (e.g., proper packaging, transport costs including any transport and liability insurance).
- 3.4. Unless otherwise agreed in individual cases, we make payments within 14 days of complete delivery of the goods and receipt of a verifiable invoice with a 3% discount or within 90 days without deductions. For the timeliness of our payments, it is sufficient that our transfer order is received by our bank with a sufficiently covered account; we are not responsible for delays caused by the banks involved.
- 3.5. We are entitled to set-off and retention rights as well as the defence of non-performance of the contract to the extent provided by law. In particular, we are entitled to withhold due payments as long as we still have claims against the supplier arising from incomplete or defective services.
- 3.6. The supplier is not entitled to assign its claim against us or have it collected by third parties without our prior consent, which may not be unreasonably withheld. For advance assignments within the framework of a retention of title by the supplier's upstream suppliers, consent is granted only on the condition that set-off by us with counterclaims acquired after notification of such assignments is permissible.
- 3.7. We do not owe any interest on arrears. In the event of default, the statutory provisions apply.

4. Delivery Dates and Deadlines, Delay, Contractual Penalty

- 4.1. The delivery or performance time agreed upon with the supplier is binding. If the delivery time is not specified in the order and has not been otherwise agreed, it is 2 weeks from the conclusion of the contract.
- 4.2. We do not accept any reservation of timely self-delivery. The supplier is obliged to inform us immediately in writing if it is likely to be unable to meet agreed delivery times.
- 4.3. The delivery period begins with the conclusion of the contract. The decisive factor for compliance with the delivery date or delivery period is the receipt of the goods by us. This also applies to shipping documents, operating instructions, technical documents, any required test or quality protocols, and other certificates that are part of the supplier's performance.
- 4.4. If the supplier does not perform its service or does not perform it within the agreed delivery time or if it is in default, our rights – particularly to withdraw and claim damages – are determined by the statutory provisions. If the day on which the delivery must be made can be determined based on the contract, the supplier is in default at the end of this day without the need for a reminder from us.
- 4.5. Acceptance of late deliveries does not constitute a waiver of claims due to the delay.
- 4.6. In addition to the statutory claims, which remain unaffected, we are entitled to demand a contractual penalty of 0.5% of the net order value of the delayed goods for each commenced week of delay, up to a maximum of 5%. The reservation of the assertion of the contractual penalty can be declared until the final payment. The contractual penalty shall be set off against the damage caused by delay to be compensated by the supplier.

5. Delivery Conditions, Transfer of Ownership, Spare Parts

- 5.1. Delivery shall be made, unless otherwise agreed in individual cases, according to the delivery condition "FOB" (Incoterms 2020) at the loading point specified in the respective order within the respective shipping port.

- 5.2. The transfer of ownership of the goods to us must take place unconditionally and regardless of the payment of the price. However, if we accept an offer from the supplier for the transfer of ownership conditional on the payment of the purchase price in individual cases, the supplier's retention of title expires at the latest with the payment of the purchase price for the delivered goods. We remain authorised to resell the goods in the ordinary course of business even before payment of the purchase price, with the advance assignment of the resulting claims (alternatively, the simple and extended retention of title applies to resale). All other forms of retention of title are excluded, in particular the extended, forwarded, and extended retention of title to further processing.
- 5.3. The supplier is obliged to keep spare parts for the products delivered to us available for at least 10 years after the last delivery. If the supplier intends to discontinue the production of spare parts for the products delivered to us, it will inform us immediately after the decision to discontinue.
- 5.4. The statutory provisions apply to the occurrence of our acceptance default. However, the supplier must expressly offer us its performance even if a specific or determinable calendar time is agreed for an action or cooperation on our part (e.g., provision of material). If we are in acceptance default, the supplier can demand compensation for its additional expenses according to the statutory provisions (§ 304 German Civil Code (BGB)). If the contract concerns a non-fungible item to be manufactured by the supplier (custom-made), the supplier has further rights only if we have committed to cooperate and are responsible for the failure to cooperate.

6. Confidentiality

- 6.1. "Confidential Information" within the meaning of the following confidentiality obligation includes trade secrets within the meaning of § 2 No. 1 German Trade Secrets Act (GeschGehG), even if no appropriate protective measures within the meaning of § 2 No. 1 lit. b German Trade Secrets Act (GeschGehG) have been taken. It also includes all information about us (e.g., data, documents, drawings, samples, and know-how) that is made accessible to the supplier in the context of the respective contract and/or the negotiations for this contract and that is marked as confidential or is recognisably confidential by its nature. The medium on which the Confidential Information is embodied is irrelevant; oral information is also included.
- 6.2. The supplier is obliged to treat the Confidential Information strictly confidentially and not to disclose or make it accessible to third parties without our written consent. The supplier will take appropriate precautions to protect the Confidential Information, at least those precautions with which the supplier protect particularly sensitive information about its own company, and take appropriate confidentiality measures within the meaning of § 2 para. 1 No. 2 lit. b German Trade Secrets Act (GeschGehG).
- 6.3. The supplier is not entitled to use the Confidential Information disclosed by us for any purpose other than for the fulfilment of the respective contract. The acquisition of trade secrets by observing, examining, dismantling, or testing products, samples, or other corresponding Confidential Information provided by a party, which are in the lawful possession of the receiving party, is prohibited. This prohibition ends as soon as the respective product, sample, or other Confidential Information has been made publicly available by us.
- 6.4. The supplier's confidentiality obligations do not apply to information for which the supplier can prove that:
- we have given prior written consent to its disclosure or use by the supplier in the specific case;
 - it was obvious before the conclusion of this confidentiality obligation;
 - the supplier obtained it from a third party before the conclusion of this confidentiality obligation or thereafter without violating this confidentiality declaration, provided that the third party was lawfully in possession of the Confidential Information and did not violate a binding confidentiality obligation by disclosing it; or
 - the supplier is legally obliged to disclose the Confidential Information or is required to do so by the rules of a stock exchange or by an enforceable order of a competent court or authority.

7. Non-Conforming Delivery or Performance

- 7.1. Our rights in the event of material and legal defects of the goods (including incorrect and short delivery as well as improper assembly, defective assembly, operating, or user instructions) and in the event of other breaches of duty by the supplier are governed by the statutory provisions, unless otherwise specified below.
- 7.2. The supplier is particularly liable for ensuring that the goods have the agreed or customary quality, especially that they comply with the state of the art.
- 7.3. The statutory inspection and notification obligations pursuant to § 377 German Commercial Code (HGB) apply with the following proviso: our inspection obligation upon receipt of goods is limited to defects that are apparent during an external examination, including the delivery documents, as part of our quality control by sampling (e.g., transport damage, incorrect and short delivery). If acceptance is agreed, there is no inspection obligation. Otherwise, the extent to which an inspection is feasible in the ordinary course of business, considering the circumstances of the individual case, is decisive.
- 7.4. Recourse claims within a supply chain (supplier recourse pursuant to §§ 445a, 445b, 478 German Civil Code (BGB)) are available to us without restriction in addition to the defect claims. In particular, we are entitled to demand from the supplier the type of subsequent performance (repair or replacement) that we owe to our customer in the individual case. Our statutory right of choice (§ 439 para. 1 German Civil Code (BGB)) is not restricted by this.

8. Liability of the Supplier

- 8.1. The supplier is liable for breaches of contractual obligations in accordance with statutory provisions.
- 8.2. The supplier is responsible for all claims asserted by third parties that are attributable to a product supplied by the supplier. The supplier must indemnify us against liability to third parties upon first request.
- 8.3. The supplier must bear the costs incurred in the context of a recall action that must be carried out due to a defective product caused by the supplier.

9. Intellectual Property

- 9.1. By concluding the contract, the supplier does not acquire any rights to images, drawings, models, plans, software, samples, and other documents, unless this is essential for the execution of the contract. All our related rights, including copyrights, trademark rights, company rights, and know-how rights, remain with us. Without our express written consent, images, drawings, models, plans, software, samples, and other documents may not be reproduced, distributed, disclosed, or made accessible to third parties by the customer. They are to be used exclusively for manufacturing based on our order.
- 9.2. Upon request, at the latest with the final delivery, or if the order is not placed, the images, drawings, models, plans, software, samples, and other documents must be returned to us immediately without any objections.
- 9.3. The supplier guarantees that the goods delivered by it do not infringe any third-party intellectual property rights in the countries of the European Union or other countries where the supplier manufactures or have the products manufactured.
- 9.4. If we are held liable by a third party for an infringement of intellectual property rights due to the delivered goods, the supplier will, at its discretion and expense, either obtain a right of use for the affected goods or modify the performance object in coordination with us so that the intellectual property right is not infringed, unless we

are responsible for the infringement. The supplier will fully indemnify us against all third-party claims, including the costs of legal defense and/or legal prosecution, upon first written request.

10. Data Protection

- 10.1. The use of our data is only permitted within the framework of the statutory provisions without our prior written consent.
- 10.2. We and the supplier are obliged to collect and process the data obtained in connection with the conclusion and execution of the contract only in accordance with the statutory provisions.
- 10.3. For details, we refer to our privacy policy, which the supplier can download from our website at [Privacy Policy - SEVERIN \(Official\)](#).

11. Duties of Care in the Supply Chain

- 11.1. The supplier ensures that he complies with our human rights and environmental expectations within the meaning of § 2 para. 2 to 4 of the German Supply Chain Due Diligence Act (LkSG), which are laid down in our supplier code of conduct available at [Supplier Code of Conduct SEVERIN ENG 20241002-1.pdf](#), and implements the actions defined in the supplier code of conduct based on the risks identified in the specific supply context, unless this violates applicable and directly applicable law for the supplier.
- 11.2. We are entitled to continuously review the risks in the specific supply context and the effectiveness of the actions required of the supplier and to adjust the supplier's actions accordingly. The obligations to be observed can be adjusted annually or on an ad hoc basis based on the risk analysis carried out by us. If the supplier does not agree to an adjustment of the actions based on the risks identified by us regarding human rights or environmental expectations, we are entitled to terminate the contract with the supplier with four weeks' notice.
- 11.3. The supplier ensures the unrestricted access of its employees to the complaint procedure established by us. In particular, the supplier does not take any actions that hinder, block, or complicate access to the complaint procedure. The supplier undertakes to contractually pass on the obligations mentioned in sentences 1 and 2 to its sub-suppliers and to ensure that the obligations are passed on in the supply chain.
- 11.4. We are entitled to take appropriate remedial measures within the meaning of § 7 German Supply Chain Due Diligence Act (LkSG) concerning the risks identified in the risk analysis even in the event of an imminent violation. In the event of a breach of the human rights and environmental obligations mentioned in the supplier code of conduct, the supplier also undertakes to take appropriate remedial measures immediately. The supplier is obliged to fully cooperate in our remedial measures, particularly in the development and implementation of concepts to end and minimize violations.
- 11.5. The supplier undertakes to make every effort to contractually impose the agreed obligations on his sub-suppliers and to provide us with suitable documentation as proof. In any case, the supplier undertakes to check the compliance of the sub-suppliers with human rights and environmental expectations when selecting sub-suppliers and to take this into account when selecting sub-suppliers. The supplier is authorised to comply with the obligation to pass on the agreed obligations in the supply chain based on its own code of conduct, provided that the legal positions set out and to be observed therein correspond to those of our supplier code of conduct.
- 11.6. The supplier is obliged to indemnify us against claims by third parties arising from a breach of our human rights and environmental expectations within the meaning of § 2 para. 2 to 4 of the Supply Chain Due Diligence Act (LkSG), which are laid down in our supplier code of conduct, unless he proves that he is not responsible for the breach.
- 11.7. If the supplier breaches its obligations under this Section 11, we are entitled to terminate the contract with the supplier without notice after the unsuccessful expiry of a reasonable grace period.

12. Prohibition of Set-Off / Rights of Retention

- 12.1. The supplier may only set off claims against our claims if its counterclaim is undisputed, acknowledged by us, legally established, or ready for decision, or if its claim arises from the same contractual relationship from which we derive our claim.
- 12.2. The same applies to the assertion of a right to refuse performance or a right of retention.
- 12.3. The supplier may only assert a right of retention if we have not provided reasonable security despite the supplier's written request.

13. Other Provisions

- 13.1. The supplier is not entitled to have the performance owed by them provided by third parties (e.g., subcontractors) or to provide it as a partial performance without our prior written consent.
- 13.2. The place of performance is our business location in Sundern.
- 13.3. German law applies to the exclusion of the CISG.
- 13.4. The place of jurisdiction for all disputes arising from commercial transactions with merchants and legal entities under public law is Arnsberg for both parties (§ 38 German Code of Civil Procedure (ZPO)). However, we are also entitled to bring an action at the supplier's general place of jurisdiction.
- 13.5. Amendments or supplements to these GTCP must be in writing. This also applies to the waiver of this written form requirement or any deviation from it. If individual provisions of these GTCP or the delivery transaction are or become wholly or partially invalid, the validity of the remaining provisions or the remaining parts of such clauses shall not be affected. The invalid clause shall be replaced by a provision that comes as close as possible to the purpose of this clause and is effective.

Status: February 2025