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2 General

The Purchaser's Terms and Conditions of Purchase apply exclusively. The Purchaser does not recognise any terms and conditions of the Contractor that conflict with or deviate from the Purchaser's Terms and Conditions of Purchase, unless the Purchaser has expressly agreed to their validity in writing. The Terms and Conditions of Purchase also apply if the Purchaser accepts the delivery without reservation in the knowledge of conflicting or deviating terms and conditions of the Contractor.

3 General Requirements

Internally and in our cooperation with our suppliers, we attach great importance to occupational health and safety, energy savings, environmental protection, social responsibility, compliance and adherence to the relevant codes of conduct.

The following points therefore form an essential basis of our cooperation with our suppliers. We expect you and your employees to observe them and to integrate them sustainably into your decision-making and operational processes. The order of the individual points does not reflect their relative importance.

- People must not come to harm while properly carrying out their work. The protection of personal integrity must be the highest priority of company management and supervisors.
- Active and continuously improving occupational health and safety (including, among other things, the provision of the necessary personal protective equipment for your employees) is the basis for preventing harm to health.

- The regular identification of all laws, regulations and requirements applicable to you, and their strict and consistent observance, ensure full compliance with normative requirements.
- Social and environmental aspects must also be taken into account when assessing business activities [principle of sustainability].
- Universal human rights and the principles of equal treatment must be upheld. Child labour must be strictly rejected and bullying actively prevented.
- The Contractor should ensure fair remuneration. The respective national laws shall be taken into account.
- Freedom of assembly for employees must be guaranteed on the company premises within the framework of the applicable national law.
- Your employees must not suffer any disadvantage as a result of jointly representing employee interests, for example in collective bargaining.
- All forms of corruption, bribery and acceptance of bribes must be unequivocally rejected and combated with appropriate measures.
- Minerals/raw materials used, such as tungsten, tantalum, gold, silver, tin or rare earths, as well as ores such as coltan, must not originate from civil war or conflict regions. Where applicable, proof [conflict-free sourcing] may be required.
- The continuous promotion and development of employees is an essential building block for the future viability of your company.
- The continuous analysis and ongoing reduction of energy consumption prevents energy waste in the operational environment [production, administration, services, buildings, etc.] and contributes to sustainable business practices. The same applies to promoting and progressively increasing the use of renewable energies and to the resource-efficient use of raw materials.
- We are entitled to process and store data received in connection with the business relationship concerning the Contractor and, where applicable, its sub-suppliers within the meaning of the German Federal Data Protection Act (BDSG), insofar as this appears expedient and legally unobjectionable in the context of performing the contract. The Contractor hereby acknowledges and consents that we collect, store, process and use personal data in accordance with the statutory provisions of the EU GDPR (EU General Data Protection Regulation) relating to the mutual business relationship with the Contractor and, where applicable, its sub-suppliers, and that this data may also be transferred to the companies of Zeulenroda Presstechnik affiliated with the Purchaser for the purpose of maintaining and handling proper business transactions and processing payments. The statutory and company provisions on data protection must be observed. The Contractor shall bind its employees and vicarious agents, as well as its affected and involved sub-suppliers who come into contact with the contractually owed performance, to these General Terms and Conditions of Purchase of Zeulenroda Presstechnik accordingly and shall hand them a copy upon request.

4 Purchase Orders

Purchase orders are only binding if they have been issued or confirmed in writing by the Purchaser. Supplementary agreements and amendments require the written confirmation of the Purchaser.

Every purchase order must be confirmed to the Purchaser in writing without delay. Upon

confirmation or, if no confirmation has been given, upon commencement of order execution or delivery of the goods, the Purchaser's Terms and Conditions of Purchase shall be deemed agreed.

Furthermore, ownership of the goods is transferred upon handover to the Purchaser.

4.1 Variations and Additional Services

Services outside the commissioned scope of work, in particular additional work, variations and incidental costs (e.g. travel time, hotel, meals, transport), must be notified to the Purchaser in writing before execution and quantified in a transparent and verifiable manner. An obligation to pay exists only after express written confirmation by the Purchaser. Where notification has been omitted, and for additional costs that have not been agreed, such services shall be deemed not commissioned and not subject to remuneration.

5 Prices and Insurance

Prices are always understood free receiving plant, including packaging, and unless otherwise agreed, transport insurance is covered by the Purchaser.

The Purchaser shall bear the costs of further insurance (e.g. against breakage, fire, theft, water and other damage) only if specifically agreed.

6 Invoicing and Payment

The invoice for each order must be submitted immediately after delivery. Invoices must not be enclosed with the consignment.

Unless otherwise agreed in writing, invoices are payable within 14 days less 3% cash discount or within 30 days net.

The payment period for the invoice only begins after complete, defect-free delivery or performance and receipt of the invoice. If, in addition to the actual delivery or performance, the Contractor is required to provide acceptance documents, material certificates or other documents, the invoice shall only become due upon complete receipt of these documents by Zeulenroda Presstechnik.

For work performances to be rendered by the Contractor, its invoice shall only become due once the work has been accepted in writing by Zeulenroda Presstechnik.

Payments are in all cases made subject to invoice verification, even if not expressly stated. They shall under no circumstances constitute acknowledgement of proper delivery or performance or a waiver of the right to give notice of defects pursuant to Section 377 of the German Commercial Code (HGB).

Assignment of the Contractor's claims against Zeulenroda Presstechnik is excluded.

Zeulenroda Presstechnik is entitled to rights of set-off and retention to the extent provided by law.

7 Delivery Periods and Delivery Dates

If the Contractor recognises that it cannot meet agreed dates and deadlines, it must notify the Purchaser of this in writing without delay, stating the reasons and the duration of the delay. In the event of a delay, the statutory provisions shall apply to the legal consequences. No further setting of a deadline or warning is required.

In the event of default by the Contractor, the Purchaser has the right to withdraw from the contract without setting a grace period and to hold the supplier liable for the damage incurred.

Early delivery may only take place with the written consent of the Purchaser. The agreed payment date remains unaffected. Price reductions occurring up to the scheduled delivery date may be claimed by the Purchaser.

8 Force Majeure

In the event of natural disasters or force majeure, the Purchaser may withdraw from the contract in whole or in part or demand performance at a later date, without the Contractor acquiring any claims for damages against the Purchaser as a result.

9 Shipment

Shipment must be carried out in compliance with the applicable shipping regulations to protect against influences that impair quality.

The order date, the purchase order number and our part number must be stated with every delivery and on all shipping notices and invoices. Partial or residual deliveries must be marked as such in the shipping documents. The Contractor shall be liable to the Purchaser for all costs incurred by the Purchaser as a result of non-compliance with the applicable regulations or incorrect addressing of the consignment. If the goods to be delivered to the Purchaser are shipped by a forwarding agent or other agent engaged by the Purchaser, culpable conduct of this person shall not be borne by the Contractor.

10 Weights

Weight exceeding the contractually agreed maximum weight will not be paid for by the Purchaser. For other excess deliveries accepted by the Purchaser, either the contract price or the current market price will be paid, at the Purchaser's option.

11 Warranty

The Contractor warrants that its delivery has the contractually assured properties and is free from defects that eliminate or reduce its value or fitness for ordinary use or the use stipulated in the contract.

The warranty period begins with commissioning at the end customer and is 24 months.

For repaired or replaced parts, the warranty period starts anew.

The Contractor shall remedy without delay all defects notified within the warranty period. If this is not possible or unreasonable for the Purchaser, the Purchaser is entitled to delivery of a defect-free item. The costs of remedying the defect or of the replacement delivery, including all incidental costs (e.g. freight), shall be borne by the Contractor.

If the Contractor fails to fulfil the above warranty obligations or fails to fulfil them in accordance with the contract, or in an urgent case, the Purchaser has the right to carry out the necessary measures at the Contractor's expense. In particular, the Purchaser may replace defective parts itself or have them replaced by third parties, or procure replacements from third parties. The right to rescission, price reduction or damages remains unaffected.

If the defect is due to the fault of the Contractor, or if the delivered item lacks an assured property, the Contractor shall also compensate for damage not arising to the item itself.

12 Patent Infringement

The Contractor shall indemnify the Purchaser against all claims asserted by third parties against the Purchaser on the basis of industrial property rights or other copyright-type rights due to the use, sale or rental of the goods delivered.

13 Contract Labour

Personnel provided by the Contractor are subject to the Purchaser's "General Works Regulations". Contract labour performed will only be paid for if the attendance record has been confirmed by the Purchaser.

14 Confidentiality

The Contractor shall maintain confidentiality towards third parties regarding all processes, facilities, equipment, documents, etc. of the Purchaser and its customers that become known to it in connection with its activities, including after submission of the respective quotations or completion of the contract.

Drawings and other written documents received remain the property of the Purchaser and must be returned free of charge after completion of the order.

The Contractor shall be liable for all damage incurred by the Purchaser as a result of its breach.

15 Assignment and Claims

Claims against the Purchaser may only be assigned with written approval.

16 Place of Performance and Jurisdiction

The place of performance for all deliveries is the destination specified by the Purchaser.

Gera shall be the place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship.

17 Information Security – Reporting of Security Events

Security notices as well as observed or suspected information security events in connection with the business relationship (including incidents at the Contractor that may affect information assets of Zeulenroda Presstechnik GmbH) must be reported without delay to EDV@zeulenroda-presstechnik.de. In the case of serious incidents, additionally by telephone on +49 36628 42-240 (IT) or via the switchboard on +49 36628 42-0. Zeulenroda Presstechnik GmbH acknowledges receipt and processes the report internally. The reporting party receives an acknowledgement of receipt; further information is provided only insofar as operationally and legally permissible.