

General Terms and Conditions of Purchase (AEB) of Hochland Natec GmbH

Version: March 2025

Table of Contents

1. General Provisions
 2. Conclusion of Contracts / Offers
 3. Delivery Conditions / Shipping / Packaging
 4. Deadlines and Timeframes / Overdelivery / Underdelivery
 5. Transfer of Risk
 6. Pricing / Invoicing
 7. Payment
 8. Customs / Origin of Goods / RoHS Directive
 9. Force Majeure
 10. Warranty Claims, Guarantee
 11. Supply Chain Security
 12. Third-Party Intellectual Property Rights
 13. Other Liability, Non-Contractual Product Liability / Insurance
 14. Transfer of Orders / Assignment / Retention of Title
 15. Confidentiality / Supplies / Data Protection
 16. Performance of Services / Minimum Wage Act (MiLoG), Posted Workers Act (AEntG) / Prohibition of Illegal Employment
 17. Sustainability and Ethical Principles
 18. Place of Performance / Jurisdiction / Applicable Law
-

1. General Provisions

1.1 These General Terms and Conditions of Purchase apply to all orders for deliveries and services and form the basis of contracts concluded with the contractor. Execution of the order or contracts by the contractor implies acceptance of these General Terms and Conditions of Purchase unless the contractor refers to its own General Terms and Conditions in connection with the conclusion of the contract. The contractor's General Terms and Conditions will only become part of the contract if the client expressly acknowledges them in writing (including electronically, via email). Acceptance of deliveries or services from the contractor does not constitute acceptance of its General Terms and Conditions.

1.2 Amendments or additions to these General Terms and Conditions of Purchase must be made in writing to be effective.

1.3 Code of Conduct: The business relationship between the client and the contractor is based on the principles of the Code of Conduct of Hochland SE. The contractor agrees to comply with and implement the requirements set forth therein regarding ethical behaviours, social responsibility, environmental protection, and adherence to legal regulations. The Code of Conduct is available at [\[Link to Code of Conduct\]](#).

2. Conclusion of Contracts / Offers

2.1 The preparation of offers or cost estimates for the client is free of charge. The client does not cover any costs or pay any remuneration for visits, planning, or other preparatory services provided by the contractor to submit offers unless otherwise agreed in individual cases.

2.2 Verbal orders from the client must be confirmed in writing with a specific order number. This also applies to verbal side agreements, changes, or additions to issued orders or concluded contracts.

2.3 Orders and other requests by the client to conclude a contract, such as quantity contracts, must generally be confirmed by the contractor in writing or electronically. In the case of catalogue parts or trade goods, this confirmation must typically be provided within three working days from the date of issuance. If the contractor fails to confirm, the client has the right to engage third parties after the binding effect of its order expires.

2.4 If the contractor confirms an order, quantity contract, or other requests from the client with changes or additions, these will only become part of the contract if the client agrees to such changes or additions in writing.

2.5 Electronic Signatures: The client and the contractor may conclude contracts and orders using electronic signatures (e-signatures), provided the respective signature meets the requirements of the eIDAS Regulation (EU Regulation No. 910/2014). Electronic signatures are legally binding and equivalent to written form.

3. Delivery Conditions / Shipping / Packaging

3.1 Deliveries shall be made, unless otherwise agreed, according to Incoterms® 2020 "DAP Destination." The delivery must include all evidence and documents that the contractor is required to provide simultaneously with the delivery.

3.2 The contractor must include complete accompanying documents/delivery notes with each shipment. These must specify the supplier and manufacturer addresses, order number, order date, item number, and for each item, the material number provided by the client, as well as quantity and unit. Acceptance may be refused if the incomplete accompanying documents/delivery notes make it impossible or unreasonably difficult to allocate the delivery to the client's order.

3.3 Unless otherwise agreed, goods to be delivered must be packaged in a commercially customary and appropriate manner. Packaging costs will only be covered by the client upon express written agreement. The contractor is liable for damages resulting from inadequate packaging. Exchangeable pallets will be exchanged on a one-to-one basis. If the acceptance of exchange pallets in a 1:1 exchange is refused, the contractor has no further claims against the client in this regard.

3.4 In addition to the obligations under "DAP" Incoterms® 2020, the contractor must take out transport insurance at its own expense unless otherwise agreed.

3.5 Sustainable Packaging: The contractor commits to designing packaging as sustainably as possible. In particular, recyclable materials should be preferred, and the use of single-use plastics should be avoided where technically and economically feasible.

4. Deadlines and Timeframes / Overdelivery and underdelivery of quantities

4.1 Agreed deadlines and timeframes must be strictly adhered to. The decisive factor for meeting a delivery deadline or timeframe is the arrival at the destination. If acceptance is legally required or contractually agreed, it shall be decisive for meeting agreed deadlines or timeframes. If the contractor recognizes that it cannot meet the agreed deadlines or timeframes, it must notify the client immediately in writing, stating the reasons and the expected duration of the delay. This does not release the contractor from its responsibility in the event of default.

4.2 If the contractor fails to deliver or perform the owed services within a reasonable grace period after the due date, the client has the right to withdraw from the contract in whole or in part. The contractor remains liable for damages incurred due to the delay under statutory provisions.

4.3 Deliveries made earlier than agreed may be returned at the contractor's expense if early delivery was not permitted under the agreements.

4.4 Partial deliveries will only be accepted in exceptional cases and require prior agreement. If the contractor delays delivering the remaining quantity, the client retains the right to claim damages for the delay and may withdraw from the contract in whole or in part if the remaining quantity is not delivered within a reasonable timeframe.

4.5 Under- or over deliveries are not permitted without prior consent from the client. In the case of over delivery, the client has the right to reject and return the excess quantity at the contractor's expense.

4.6 Supply Chain Tracking: The contractor agrees to use a digital supply chain tracking system upon the client's request, enabling real-time monitoring of deliveries and their status. The use of such a system must be coordinated with the client.

5. Transfer of Risk

The risk of loss, damage, or destruction of deliveries transfers to the client upon their arrival at the destination. If acceptance of deliveries or services is agreed upon or legally required, the risk transfers to the client upon the declaration of acceptance.

6. Pricing / Invoicing

6.1 The agreed prices are fixed prices and include delivery conditions to the destination, including freight and packaging costs, plus statutory VAT. Subsequent unilateral price increases are excluded. If the price is not fixed at the time of order, it must be communicated to the client at the latest with the order confirmation. In such cases, the contractor must adhere to the customary market prices for the goods or services; otherwise, the client's approval of the price must be obtained.

6.2 Invoices must be submitted to the client separately from the shipment for each delivery/service. This does not apply to imports mentioned in Section 8. A consolidated invoice must be issued for each order after full delivery. The invoice must include the legally required mandatory information, as well as the order number, order date, item number, and the position number of the order.

6.3 Electronic Invoices: Invoices should preferably be submitted in electronic form in a format agreed upon with the client. The contractor must ensure that the electronic invoice complies with legal requirements.

7. Payment

7.1 Payment will be made within 30 days net unless otherwise agreed. Payment will be initiated no earlier than the Wednesday (weekday) following the due date. The payment term begins on the day the invoice is received, but not before the complete and defect-free delivery or acceptance, if agreed or legally required. Payment does not imply acknowledgment that the delivery/service complies with the contract or is free of defects.

7.2 If delays occur because an invoice does not contain all required information and is therefore not verifiable, the payment term will not begin until the corrected invoice is submitted by the contractor.

7.3 The client reserves the right to raise the defence of non-performance and to withhold payments in whole or in part if the legal conditions for doing so are met.

8. Customs / Origin of Goods / RoHS Directive

8.1 Customs clearance will be handled by the contractor unless otherwise agreed.

8.2 If the delivery must comply with origin rules under EU preferential agreements, the contractor must provide the necessary preference certificates, such as a declaration of origin or movement certificate. Otherwise, the non-preferential origin of the delivered goods must be specified. If goods are delivered that fall under bilateral or multilateral preferential agreements or if unilateral origin conditions of a Generalized System of Preferences (e.g., REX system) apply, the relevant registration must be provided.

8.3 If the contractor is required to issue declarations regarding the origin of goods under Section 8.2, it must enable verification by customs authorities, provide necessary information, and submit required confirmations.

8.4 The contractor is liable to the client for all economic disadvantages resulting from delays or additional costs due to non-compliance with the conditions specified in Section 8.

8.5 In cases where customs clearance is performed by the client, the contractor must assist the client in minimizing customs duties.

8.6 The contractor is obligated to ensure that the goods comply with the current EU RoHS Directive regarding the use/prohibition or restriction of certain hazardous substances and, upon request, provide a declaration of conformity to the client.

8.7 EU Supply Chain Directive: The contractor commits to complying with the requirements of the EU Supply Chain Directive (Directive 2023/34/EU). This includes, in particular, adherence to human rights and environmental standards throughout the supply chain. Upon request, the contractor must provide

evidence of compliance with these requirements and document appropriate measures for risk analysis and prevention.

9. Force Majeure

9.1 In cases of force majeure and other impediments beyond their control, such as strikes not initiated within the company, either party affected by such impediments is entitled to suspend their contractual obligations until the impediment is resolved, provided that the obligations cannot be fulfilled due to the impediment.

9.2 Pandemics/Epidemics: Force majeure explicitly includes natural disasters, pandemics, epidemics, government actions, strikes, armed conflicts, or other unforeseeable, extraordinary events beyond the control of the affected party that significantly hinder or render fulfilment of contractual obligations impossible.

The party invoking such an impediment must provide the other party with all necessary information about the nature and extent of the disruption as well as its expected duration without being asked. In the event of pandemics or epidemics, the affected party must take appropriate measures to minimize the impact on contract fulfilment.

This does not affect the other party's right to withdraw from the contract in whole or in part under statutory provisions.

10. Warranty Claims, Guarantee

10.1 The contractor is obligated to deliver goods and services free of defects. The contractor ensures that these meet the agreed specifications, the intended purpose, the current state of the art, and the generally accepted technical and occupational safety standards of authorities and professional associations. They must comply with applicable laws, particularly environmental protection, hazardous materials, and accident prevention regulations, and exhibit all guaranteed characteristics.

10.2 The contractor ensures that all components used in the production of its delivered products comply with REACH regulations and meet the associated requirements.

10.3 If the commercial duty to inspect and report defects under Section 377 of the German Commercial Code (HGB) applies, the client has the right to report obvious defects within up to 15 days after delivery. Hidden defects will be reported within up to 15 days after discovery. Inspection will be carried out in the usual commercial manner, depending on the type and intended use of the delivery.

10.4 In the event of defects, the client is entitled to the statutory rights and claims. If additional warranty claims exist, these remain unaffected. In the case of defects, the contractor is obligated to provide subsequent performance in accordance with statutory provisions, either by remedying the defect, delivering a defect-free item, or re-performing the service. The contractor must bear the costs necessary for subsequent performance, including transport, travel, inspection, labour, and material costs, at the place of performance or the known final destination.

10.5 Software and Digital Products: When supplying digital products, software, or software-controlled components, the contractor must ensure that these are free of programming errors, security vulnerabilities, and other defects that could impair functionality or safety. For software, a warranty period of 36 months applies unless a longer period is expressly agreed.

11. Supply Chain Security

The contractor, who produces, stores, transports, delivers, or handles goods on behalf of the client, is obligated to:

- Produce, store, process, and load the goods at secure operational sites and secure transshipment points.
- Protect the goods during production, storage, processing, loading, and transport from unauthorized access.
- Ensure that personnel involved in the production, storage, processing, loading, transport, and handling of such goods are authorized.
- Inform known business partners acting on behalf of suppliers, freight forwarders, and customers of the client that they must also take measures to secure the supply chain as described above.

11.5 IT Security and Cybersecurity: The contractor must take appropriate measures to ensure IT security within the supply chain. In particular, unauthorized access to digital systems and data must be prevented. The contractor is obligated to promptly inform the client of cyberattacks or security incidents that could affect the supply chain or contractual performance. In the event of damages caused by inadequate IT security measures on the part of the contractor, the contractor is liable under statutory provisions.

12. Third-Party Intellectual Property Rights

12.1 The contractor is obligated to grant the client the usage rights necessary for the intended use of the contractual deliveries and services. The contractor ensures that the client's contractual use does not infringe upon copyrights, patents, or other third-party intellectual property rights.

12.2 The contractor indemnifies the client against all claims arising from the infringement of intellectual property rights asserted against the client and assumes the costs of defending such claims if these claims are based on a culpable breach of duty by the contractor. The client will promptly inform the contractor in the event of such claims.

13. Other Liability, Non-Contractual Product Liability / Insurance

13.1 The contractor's other liabilities arising from reasons not covered in these General Terms and Conditions of Purchase shall be governed by statutory provisions.

13.2 The contractor indemnifies the client against all claims arising from product liability if such claims are based on a defect in the deliveries and/or services provided by the contractor as a "manufacturer" or as a supplier legally equated with a "manufacturer." This indemnity also applies to damages incurred by the client due to necessary and appropriate preventive measures or measures ordered by authorities, such as public warnings or recalls. The client's right to claim its own damages against the contractor remains unaffected.

13.3 The contractor is obligated to insure the risks arising from contractual liability and non-contractual product liability in an appropriate amount and, upon request, provide the client with proof of insurance by submitting its insurance policy.

13.4 Cyberattacks: The contractor is liable for damages caused by inadequate protective measures against cyberattacks.

Cyber Insurance: The contractor is encouraged to obtain cyber insurance that covers damages caused by cyberattacks, data losses, or IT failures related to contract performance.

14. Transfer of Orders / Assignment / Retention of Title

14.1 The contractor is not permitted to transfer the execution of orders placed with it or significant parts thereof to third parties without prior written consent from the client.

14.2 The contractor may only assign its claims against the client to third parties or have them collected by third parties with prior written consent from the client. This does not apply to claims that are legally established, acknowledged by the client, or undisputed.

14.3 Retention of title clauses by the contractor are rejected unless they are limited to simple retention of title. Any further retention of title clauses requires prior written agreement in individual cases. If subcontractors of the contractor assert ownership rights, co-ownership rights, or liens, or initiate enforcement measures, the client may hold the contractor liable for any resulting damages.

15. Confidentiality / Supplies / Data Protection

15.1 The contractor must keep confidential all documents provided by the client, such as drawings, formulas, samples, and other supplies, as well as any other know-how disclosed during the business relationship. These may not be disclosed or made available to third parties without the express written consent of the client. The contractor must also keep confidential any findings and results obtained through the use of such documents unless they become public knowledge without the contractor's involvement. The contractor must respect the client's ownership rights to the provided documents and supplies. Copyrights and other intellectual property rights must also be respected. Use of such documents and supplies is limited to the purposes specified in the contract.

15.2 Products manufactured by the contractor using documents, drawings, models, or other supplies provided by the client, or tools made to the client's specifications, may not be used by the contractor for purposes other than those specified in the contract, nor may they be offered or delivered to third parties.

15.3 The contractor is obligated to comply with the applicable provisions of the EU General Data Protection Regulation (GDPR) and German data protection laws, particularly when processing personal data. If it is necessary to transfer personal data provided by the client to third parties for contract performance, the contractor must ensure that these third parties comply with data protection regulations.

15.4 Subcontractors and GDPR: The contractor agrees to obligate all subcontractors involved in the processing of personal data in connection with contract performance to comply with the EU GDPR and German data protection laws. Upon request, the contractor must provide the client with evidence of compliance with this obligation.

16. Performance of Services / Minimum Wage Act (MiLoG), Posted Workers Act (AEntG) / Prohibition of Illegal Employment

16.1 The contractor must ensure that it and any employees deployed to fulfil the contract comply with the applicable provisions of the client's site regulations when performing services on the client's premises. These regulations will be provided no later than the start of the work. In particular, the regulations for entering and leaving production facilities must be observed. The client is not liable for accidents resulting from non-compliance with site regulations unless contributory negligence is established. The contractor's statutory liability for vicarious agents causing personal or property damage remains unaffected.

16.2 The contractor is obligated to ensure that it and any subcontractors comply with the statutory minimum wage or, if the services fall within the scope of a European Posted Workers Directive and/or the German Posted Workers Act (AEntG), the applicable working conditions, depending on the duration of the assignment. The contractor must also meet other statutory obligations, such as payment of contributions to social security institutions, professional associations, and other entities, and must verify compliance by subcontractors through appropriate documentation.

16.3 If the client is held liable for non-compliance with the obligations outlined in Section 16.2, the contractor must indemnify the client against such claims or compensate the client for any resulting damages or costs.

16.4 The contractor must refrain from engaging in or commissioning illegal employment of any kind. This obligation must also be considered when selecting subcontractors, who must be contractually bound to comply with this requirement.

17. Sustainability and Ethical Principles (see also 1.3 Code of Conduct)

17.1 Social Standards:

Basic social standards must be upheld throughout the entire production chain. This means that production, even prior to or alongside the final processing stage, must take place under humane conditions.

Hochland Natec, as the client, expects that the contractor, as well as their upstream suppliers and subcontractors—regardless of whether they are involved in the final processing stage—observe the standards of the International Labour Organization (ILO; www.ilo.org) and the BSCI Code of Conduct (Business Social Compliance Initiative) in their respective current versions and be able to provide evidence of compliance if necessary.

The contractor commits to complying with the requirements of the EU Supply Chain Directive (in its most current version). This includes, in particular, the respect for human rights and the prevention of environmental harm throughout the entire supply chain. The contractor is obligated, upon the client's request, to provide evidence of compliance with these requirements and to document appropriate measures for risk analysis and prevention.

17.2 Environmental Management:

In the spirit of shared environmental responsibility, the contractor is encouraged to maintain an environmental management system in accordance with EMAS or ISO 14001. The review of these elements may be part of an audit conducted at the contractor's facilities.

It is mandatory for every contractor to collaborate with certified waste disposal companies.

The contractor must ensure that all environmental requirements of the EU Supply Chain Directive (according to the latest standards) are met. This includes, in particular, implementing measures to prevent environmental pollution, conserve resources, and comply with local environmental laws in production and supply processes.

17.3 Energy Management:

The contractor commits to implementing energy efficiency measures and considering energy consumption and efficiency when procuring products and services.

17.4 Climate Protection:

The contractor commits to taking measures to reduce CO2 emissions in their production and supply processes. It is expected that the contractor will use renewable energy sources in their production facilities and implement strategies for energy savings. The contractor shall report to the client upon request regarding the results of the measures taken.

18. Place of Performance / Jurisdiction / Applicable Law

18.1 The place of performance for all obligations arising from the contract is the destination.

18.2 The place of jurisdiction is the court with jurisdiction over the client's registered office. The client may also choose to file a lawsuit at the contractor's registered office.

18.3 German law applies. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
