

General Conditions of Purchase (AEB)

1. Scope of Application and Conclusion of Contract

- 1.1. The conclusion of contracts with IBAK Helmut Hunger GmbH & Co. KG is subject to the express condition that the supplier accepts these Conditions of Purchase in their entirety.
- 1.2. These Conditions of Purchase AEB are valid for all orders for goods and services placed by our company. Conflicting or deviant conditions of the supplier are not accepted unless we expressly confirm their validity in writing.
- 1.3. Orders are only binding if they are placed in writing or in text form (e.g. by email).
- 1.4. Our Conditions of Purchase shall also apply even if we accept delivery from the supplier without reserve although we are aware of conditions of the supplier that are in conflict with or deviate from our Conditions of Purchase
- 1.5. Supplementary agreements, additions and alterations obligate us exclusively if we have confirmed these in writing.
- 1.6. The conditions stated in the annex to these Conditions of Purchase AEB – Supplier Code of Conduct (SCoC) – must be noted and observed.

2. Prices and Conditions of Payment

- 2.1. The price indicated in the order is binding and is to be understood including packing and delivery free domicile (DDP according to Incoterms®2020), unless otherwise agreed.
- 2.2. Invoices must state our order number, article number, article designation and quantity.
- 2.3. Payment is effected after complete delivery and receipt of invoice.
- 2.4. As far as not otherwise agreed, payment is effected at our option within 14 days under deduction of a cash discount of 3% or within 30 days net, starting from receipt of invoice or delivery of the goods, the later date being decisive. In the case of a delay, a reminder is required from the supplier, but becomes effective at the earliest 45 days after receipt of invoice, but on no account before the elapse of 45 days after receipt of the goods on our premises.
- 2.5. The supplier is not entitled to assign his claims against us or to have them collected by third parties without our previous agreement in writing.
- 2.6. Until any defects of the goods of a consignment have been remedied, we are entitled to withhold payment completely or in part; at least double the sum required for remedying the defects can be withheld. In addition, we are entitled to the legal rights to refuse performance.
- 2.7. Payments made by us do not mean that we accept the supplies and services as in compliance with the contract. All rights – in particular concerning complaints regarding defects – remain reserved.

3. Delivery Dates, Packing and Delays

- 3.1. Agreed delivery dates are binding. As soon as the supplier becomes aware of any delay, he must inform us forthwith in writing.
- 3.2. The delivery must correspond as regards design, scope and schedule with the order, and in particular with the approved samples and must be executed within the agreed time. The supplier is automatically in default with the elapse of the delivery date without a reminder being required. We are not obligated to accept partial or excess deliveries which have not been agreed in writing.
- 3.3. In the case of negligent late delivery, we are entitled to demand a penalty amounting to 0.5 % of the net value per each started week (limited to a maximum of 5 % of the total value).
- 3.4. The supplier must not without our previous written consent make any alterations to the delivery item and the agreed specifications or any other alterations which affect the performance or the characteristics of the delivery item. The supplier must inform us of any possibilities of improvement or technical modifications.
- 3.5. Any reservations concerning a form of execution of the delivery item that we may have wished must be reported to us by the supplier without delay.

3.6. The supplier is responsible for the competent packing of the goods to ensure that they are adequately protected against damage, moisture and other outside influences during transport and storage. The packing, including the marking and labelling of the goods, must be chosen by the supplier such that the legal regulations at the place of fulfilment and – if agreed – any other supplementary requirements from our side are fulfilled.

3.7. For the use of packaging, the supplier must observe the provisions of the EU directives, their national implementation acts or the corresponding EU regulations valid at the time in question.

4. Evaluation of Suppliers

4.1. The purchaser reserves the right to evaluate the supplier regularly within the framework of a structured evaluation system.

4.2. Evaluation is performed in particular on the basis of the following criteria:

- Quality of the supplied products/services
- Adherence to delivery dates
- Complaints handling and reaction time

4.3. The supplier undertakes to provide the purchaser on request with all the information required for the evaluation.

4.4. If defects or deviations are ascertained, the purchaser can demand that measures be taken to remedy these. The supplier undertakes to implement corresponding corrective and preventive measures.

4.5. If the supplier consistently receives a poor evaluation, this can lead to the limitation or termination of the business relationship.

4.6. The purchaser reserves the right, after adequate notice, to perform audits at the supplier's premises or to have them performed.

5. Quality, Acceptance and Liability for Defects

5.1. We expressly reserve the right to demand on delivery at least technical bulletins and data sheets, declarations of conformity or incorporation, test reports, certificates and EC-type examination certificates. If the required information is not included in the delivery, this will be considered incomplete and defective. We shall report such defects without delay.

5.2. We also expressly reserve the right to demand certificates of origin, preference certificates and information on provenance with the delivery. If the required information is not included in the delivery, this will be considered incomplete and defective. We shall report such defects without delay.

5.3. The supplier ensures that the delivered goods correspond to the demanded technical specification, the relevant standards and the current state of the art.

5.4. We check the goods for visible defects on receipt. Hidden defects will be reported as soon as they are discovered in the proper course of business. In this case, a discovered defect will be reported within 14 calendar days.

5.5. If defective goods are supplied, we can – without prejudice to further legal and contractual claims – at our sole discretion either demand the elimination of the defect (repair) or delivery of an item with no defects (replacement delivery). If the supplier does not provide the demanded type of subsequent rectification within an adequate set period of time, we are entitled to remedy the defect ourselves or to have it remedied by a third party and to demand from the supplier compensation for the expenditure required for this. Setting a deadline is in particular unnecessary if subsequent rectification by the supplier is unreasonable for us (especially because of particular urgency, risks to safe operation or if the occurrence of unreasonable damage threatens) or has failed.

5.6. The period of limitation for all claims arising from defects is 36 months, starting from the day of delivery to our premises unless a longer period of limitation is stipulated by law. The period of limitation for replaced or repaired parts restarts from the date of supply of the replacement or the completion of the repair.

5.7. On the return of defective goods and the supply of a replacement or the repaired goods, the supplier bears the risk and all transport costs, fees, taxes and all other costs and dues in connection with this. The costs which we incur for testing and sorting defective goods

must be reimbursed by the supplier. This shall also apply when a hidden defect only becomes evident after putting into operation.

- 5.8. The warranty obligation (including damages) and liability of the supplier shall correspond at least to the extent of the statutory warranty. In any case, the supplier shall be liable for all material defects and deficiency in title of the supplied goods, the lack of warranted characteristics required for the intended use and the violation of subsidiary due diligence and information requirements.

6. Basic Product Standards

- 6.1. The supplier must fulfil all requirements of the relevant national and international customs and foreign trade legislation and ensure that any subcontractors of the supplier also observe the regulations. In the case of a violation of the relevant regulations of the national and international customs and foreign trade legislation by the supplier or one of his subcontractors, the supplier must reimburse us for all damages which ensue from non-compliance for which he or his subcontractor is responsible and indemnify us to the full extent from all claims of third parties.
- 6.2. The supplier undertakes to recognise and observe the European and German export control and embargo regulations in the versions valid at the time in question. The supplier is contractually obligated to communicate to IBAK appropriate and complete information on the origin and provenance of the ordered goods. IBAK indicates in the purchase order the form and extent of the details/information.
- 6.3. Contracts concluded by IBAK are made on the reservation that at the time of delivery the European and/or German export control and/or embargo regulations do not present any hindrance to the planned delivery.
- 6.4. Violations of valid export control regulations, embargo regulations and sanction packages will be reported to the German Federal Office of Economics and Export Control.
- 6.5. As far as is applicable to him, the supplier is obligated to adequately fulfil the due diligence obligations of the Supply Chain Due Diligence Act (LkSG) of the Federal Republic of Germany or corresponding directives of the EU in the version valid at the time in question.
- 6.6. The supplier ensures that all goods to be supplied by him correspond without limitation to the RoHS directive of the EU in the version valid at the time in question. The supplier also undertakes to provide us with complete information in the form required by us on the utilisation of RoHS-regulated materials and the use of permitted exemptions in the supplied goods.
- 6.7. The supplier ensures that all goods to be supplied by him correspond without limitation to the REACH directive of the EU in the version valid at the time in question and that he will perform and maintain the required registration of goods within the valid deadlines. The supplier is also obligated to inform us on his own initiative about the use of substances in his goods which are subject to the REACH directive.
- 6.8. The supplier is obligated to provide us on request with further required information on the substances contained in the goods supplied by him in the form indicated by us or in other suitable form or, as far as is reasonable for the supplier, to procure this information himself within his supply chain.

7. Confidentiality and Property Protection

- 7.1. The supplier undertakes to treat all not overt commercial and technical details which become known to him through the business relationship as a business secret.
- 7.2. When we communicate technical specifications as the basis of supply, we reserve the right to conclude a separate non-disclosure agreement.
- 7.3. Tools, samples or drawings provided by us remain our property and must not be made available to third parties without our consent.

8. Consequences of Violation

- 8.1. If the supplier violates one of the stated obligations, he shall be given adequate time and opportunity to demonstrably remedy the existing defects. If this is not possible for the

supplier and/or not wished by him, we reserve the right to terminate the contract without notice. The supplier is expressly not entitled to any claims in this connection.

9. Final Provisions

- 9.1. If a provision in these Conditions of Purchase or their annexes should for any reason be or become completely or partially invalid or void, the validity of the other provisions shall remain unaffected by this. The contracting parties already agree that an invalid provision or a provision that becomes invalid during the fulfilment of contract will be replaced by a valid provision.
- 9.2. Place of fulfilment and place of subsequent rectification for the supply and the obligations of the parties is the place of delivery stated in the order. The place of jurisdiction is our registered office.
- 9.3. The law of the Federal Republic of Germany shall apply under exclusion of UN sales law (CISG).
- 9.4. Place of jurisdiction is Kiel.