



Purchase	Doc. no.: UP05_VA06_FB001a Created by: G. Kontor / M. Berge Checked by: M. Berge Released by: L. Mazuga-Mönnich Rev: 01 issue date: 04.03.2024	 plastic concept <i>Potentiale entfesseln</i> <small>Innovativität & Leidenschaft</small>
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1. Change history / Version status

Change note on the version status			
Version status	Valid from	responsible	Event / Change
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2. Scope of application


- (1) The subject of the General Terms and Conditions of Purchase (hereinafter referred to as "GTCP") are all contracts ("Purchase Contracts") relating to the purchase of movable goods ("Goods") and services of any kind by plastic concept gmbh - Systemteile aus Kunststoff - (hereinafter referred to as "Customer", AG) with suppliers, service providers and other contractors who are entrepreneurs pursuant to § 14 BGB (hereinafter referred to as "Contractor", AN).
- (2) These General Terms and Conditions of Purchase shall apply exclusively - also for future transactions. Any terms and conditions of the AN deviating from our GPC shall not apply. General terms and conditions of the AN shall only become part of the contract if and as far as the AG expressly agrees to their validity in writing.
- (3) Individual agreements made with the AN in individual cases (including collateral agreements, supplements, and amendments) shall in any case take precedence over these GPC. A written contract or our written confirmation is required for the content of such agreements.
- (4) Declarations and notifications to be made by the AN to the AG after conclusion of the contract (e.g., setting of deadlines, reminders, declaration of withdrawal) must be made in writing to be effective.
- (5) Verbal ancillary agreements made between the AG and the AN shall be deemed null and void and therefore ineffective in accordance with § 125 BGB. All changes must be recorded in text form; this also applies to the cancellation of these GPC.

3. Conclusion of the contract

- (1) A contract shall only be deemed to have been concluded if the AG has submitted a written declaration of acceptance within 14 days of receipt of an offer.
- (2) Offers by the AN must be made in writing. The costs of preparing the offer shall be borne by the AN. This shall also apply if the AG has requested the preparation of an offer in advance. Such a request does not constitute an application for the conclusion of a contract.

4. Orders

- (1) An "order" is a specification of the products, the delivery time, and the purchase price. In addition, the order must contain the unique identification number (article number) of the AG.
- (2) Based on these GPCs, the AG and the AN shall conclude individual contracts for each new order by means of individual orders placed by the AG with the AN. The individual contracts shall be concluded exclusively between the AG and the AN. Under no circumstances shall the AG assume any party or liability for the individual contracts.
- (3) All orders are to be recorded exclusively in writing. Verbal agreements must be set out in writing immediately. Otherwise they shall be considered null and void.
- (4) The AN is obliged to document the delivery with an order confirmation (OC). If the AG does not receive an order confirmation, it shall assume that the AN deliver without deviation from the order (specification, quantity, price, deadline).
- (5) Change orders must be checked by the AN for feasibility and communicated to the AG within 3 days with an order confirmation.
- (6) When invoicing, the AN is obliged to correctly provide the order number. This number should also be included on order confirmations and delivery notes and can be found in the AG order. If the invoice is incorrect and does not include the order number, the AG will not process it.
- (7) The provisions of these GPC shall apply to each individual contract concluded, unless expressly agreed otherwise in writing.

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- (8) The respective provisions of the AG GPC shall apply to every order placed by the AG and delivery made by the AN, unless these Terms and Conditions contain contradictory provisions.

5. Price

- (1) The price stated in the order shall be binding and shall apply for the entire duration of the project, which shall be communicated to the AN upon request.
- (2) The agreed price includes delivery "free domicile" including packaging as well as ancillary services (e.g. assembly, installation) and all ancillary costs (e.g. the assumption of transport and liability insurance) as well as statutory VAT. Care must be taken to use reusable packaging as transport packaging wherever possible and to keep the environmental impact as low as possible by reusing or recycling it, by keeping the recycling or other recovery or disposal of packaging waste to a minimum (in accordance with §§ 4 and 5 of the German Packaging Act -VerpackG). If the use of reusable packaging is not possible, you are obliged to take back used, completely emptied packaging of the same shape, type and size as the containers you put into circulation at the place of actual delivery.
- (3) All requirements regarding delivery terms according to Incoterms® 2020 can be found in the attached logistics specification sheet and must be strictly adhered to, as well as taken into account in the offer.
- (4) The agreed series price shall also apply to deliveries in the pre-series phase.
- (5) For spare parts requirements, prices in the appropriate quantity range for at least 15 years after EOP ("End of Production") for the supply of spare parts must be included in the series offer.
- (6) Unless otherwise agreed in individual cases, payment shall normally be made within 60 days net delivery or after complete performance and acceptance, as well as receipt of a proper and verifiable invoice.
- (7) If, after conclusion of the contract, it becomes apparent that our claim to payment of the purchase price specified in the order is jeopardized due to lack of performance (e.g. insolvency proceedings, complaints, open defects, hidden defects, ...) on the part of the seller, we shall be entitled to refuse performance in accordance with the statutory provisions and, if necessary after setting a deadline, to withdraw from the contract.

6. Terms of delivery

- (1) Delivery shall be made to the AG on the delivery date specified in the purchase contract or the order.
- (2) The AN shall deliver the ordered goods on time, in the ordered quantity and quality, free of defects, to the address specified by the AG. The AN shall be responsible for the punctual and proper registration, provision, and arrival of the goods.
- (3) The AN is obliged to monitor and control its own work as well as the work of its subcontractors.
- (4) Furthermore, the AN is obliged to notify the AG in writing if a delay in delivery occurs.
- (5) The AN is aware that the AG production is dependent on strict compliance with agreed delivery dates. The AN must inform the AG of a delay in delivery at least 4 weeks before the delivery date; in the event of unforeseeable delays in delivery, the AN must inform the AG in writing immediately after becoming aware of this.
- (6) For delivery delays attributable to the contractor, a flat-rate penalty in addition to processing costs will be charged, which can be found in detail in the current logistics specification. Furthermore, the assertion of further damages is not excluded.


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- (7) For discrepancies in deliveries caused by the supplier (quantities up to 5%) and early deliveries (more than 3 days in advance) contrary to the requirements specified in the order, the following provisions apply:
- a. The AG reserves the right to refuse acceptance of the delivery and insists on a new delivery, at the expense of the supplier, on the scheduled date.
- and/or
- b. The purchaser accepts the goods prematurely, but the agreed payment term begins only with the originally ordered arrival date (according to the order).

*Further specifications and framework conditions for delivery can be found in the **logistics specifications**.*

7. Quality requirements and documentation

- (1) The AN shall ensure the use of environmentally friendly products and manufacturing processes. We expect the AN to comply with the interests of our AG and the legislation in order to minimize or avoid burdens on people and the environment. The AN is therefore expected to implement the environmental concept accordingly.
- (2) In the event of a customer requirement, for example regarding products and equipment, the AG may require the AN to conduct an environmental audit to continuously monitor sustainability.
- (3) The AN and third parties commissioned by the AN shall immediately report any incidents of environmental damage occurring on the AG premises to the environmental management officer (EMO).
- (4) The AN warrants that the goods delivered or manufactured by it are made of the material of the required type, developed, and manufactured according to the latest state of the art.
- (5) He also warrants that he will only deliver goods/services that correspond to the order in terms of their material, drawing and standard-compliant and defect-free design.
- (6) The AN shall provide the proof of quality required by the AG in the form of product sampling, requalification, annual self-audits and series-accompanying measures. The AN shall also ensure that the AG always has access to its plant to carry out potential analyses and audits after agreeing on dates.
- (7) The AN undertakes to submit the complete documentation for the product (e.g. acceptance and factory test certificates) in accordance with the statutory provisions as an unprotected PDF file in German, English and in the national language required for the specific order to the Customer in good time - at the latest upon delivery of the product.
- (8) The AG shall be entitled to use any product documentation freely and free of charge in the context of product documentation, training courses or other publications. For this purpose, the documentation may be edited, stored, merged with other works, distributed in digital communication networks, and made available to users with the right to make copies of this data and to transfer the data to other data carriers for storage.
- (9) The AN warrants that all relevant statutory provisions, directives, legal regulations, ordinances and standards applicable to the delivery item in the territory of the Federal Republic of Germany - in particular all product, safety, material and environmental regulations (e.g. Equipment Safety Act, Federal Immission Control Act, ...) are complied with. Furthermore, laws and applicable regulations on water protection and hazardous goods must be observed. Deviating agreements must be recorded in writing.

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7.1 Substance bans and Compliance with regulations

- (1) All specifications and directives of the current German versions, including all EU laws, chemical laws (ChemVerbotsV), the Global Automotive Declarable Substance List (GADSL), RoHS, EC regulations and the REACH regulations must always be complied with. In this context, each contractor must ensure that the German language is used and that the current versions are valid.
- (2) None of the supplier's products may be sourced directly or indirectly from conflict minerals (tin, tungsten, tantalum and gold) from mines run by armed groups in the Democratic Republic of Congo, neighboring countries or other conflict or high-risk areas. (For further information, please refer to the 3TG Responsible Minerals Sourcing Policy).
- (3) Upon request, the Contractor shall submit a completed CMRT (Conflict Minerals Reporting Template) to the Client at the beginning of the new financial year. The current report form must be completed independently and submitted electronically. This report must be repeated and submitted annually.
- (4) Should the delivered goods nevertheless contain substances that are listed on a list of restricted materials, for example the "Candidate List of Substances of Very High Concern" ("SVHC List") in accordance with REACH, the AN shall be obliged to notify us of this immediately. This also applies if previously unlisted substances are added to this list for current deliveries. The AN must notify us immediately of any violations of the aforementioned substance bans.
- (5) Furthermore, the products and their packaging must not contain any asbestos, biocides, or similar materials according to PFAS (per- and polyfluorinated chemicals). If these substances are contained in the products delivered by the AN, the AG must be informed in writing prior to delivery, stating the substance and the identification number, and a current safety data sheet of the product to be delivered must be sent. In this case, the AG shall also be entitled to withdraw from the contract free of charge.
- (6) The delivery of each product requires a separate release by the AG. In doing so, the information obligation to be automatically fulfilled by the AN in accordance with the REACH Regulation for the substances contained in the products on the candidate list (obligation to provide) must be complied with.
- (7) An up-to-date safety data sheet for materials, purchased parts and devices must also be prepared or submitted. The AG must be informed separately and in writing about the ingredients of purchased parts (e.g., list of pure substances used in automotive parts, the Global Automotive Declarable Substance List (GADSL) or, depending on requirements, the specification of ingredients according to the VDA list for declarable substances).

*Further quality specifications, framework conditions and agreements can be found in the **QAA**.*

8. Warranty and Liability

- (1) The AN warranty shall be valid for 3 years, calculated from the time of delivery. In all other respects, the statutory provisions of the German Civil Code (BGB) shall apply in the version valid at the time of conclusion of the contract.
- (2) The AG shall inspect incoming deliveries for quality, quantity, and type; however, it is not obliged to conduct this inspection immediately. If deviations in quality, type or quantity are found, these must be reported to the AN in writing of the delivery date. Further inspections and rights of complaint do not exist.
- (3) The AN warrant that it is the full owner of all items delivered by it and that no other rights of third parties' conflict with this.
- (4) If necessary, the AG shall provide the AN with technical parameters, framework data and specifications in writing. The AN shall check these and confirm to the AG in writing in advance that they can be complied with. The technical parameters, framework data and specifications shall be deemed to be the

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contractually agreed quality if confirmed by the AN. The AN may use the data provided exclusively for the performance of the contract. Disclosure to third parties without the AG consent is prohibited.


- (5) Upon request, the AN shall provide proof of the existence of sufficient insurance by submitting the corresponding insurance policies to the AG.
- (6) Should the AG be sued for damages by a customer due to a statement made by the AN in an advertisement or on a product label, the AN shall compensate the AG for the damage incurred, including the necessary costs of legal proceedings incurred by the AG.
- (7) The AG excludes its liability for slightly negligent breaches of duty as far as no material contractual obligations, damages arising from injury to life, limb or health or guarantees are affected or claims under the Product Liability Act are affected.
- (8) The same applies to breaches of duty by vicarious agents. Regarding any recourse claims from §§ 478 ff. BGB, the Customer shall be entitled to fulfill these by assigning its rights of recourse against the AN arising from the same facts if the claims to be assigned are economically equivalent to the claims existing against it. Several ANs shall be jointly and severally liable in this respect.

9. Special provisions for contracts for work

- (1) As far as the AN demands advance payment from the AG (Section 632 a BGB), the AG shall only be obliged to fulfill this demand if the AN simultaneously provides the AG with security in the same amount.
- (2) If the AG can demand the rectification of a defect, it may refuse to pay a reasonable part of the remuneration, at least three times the costs required to rectify the defect; the AG reserves the right to claim further damages.
- (3) Points 5, 6, 7 and 7.1 of this agreement shall also apply to contracts for work and services.

10. Customer protection

- (1) The AN undertakes not to use customer names and general customer-related data, which it has received from the AG through its activities, in any way for its own purposes. This obligation does not include the right of the AN to pass on all data to third parties which it requires to conduct the order.
- (2) The AN may not itself enter direct business contact with the AGs customer and may not work for them either directly or via third parties. Furthermore, the AN shall not be permitted to enter business contact with the AGs customer if the AG or a third party commissioned by the AG establishes such contact.
- (3) The AN may not use for itself or for third parties any documents and information which it has received from the principal or from the customer itself in connection with the performance of the contract, nor may it use the knowledge and information about the AG obtained from such documents and information.
- (4) The AN may not sell, transfer, or offer any products or individual parts of the products to third parties without the prior written consent of the AG.
- (5) A contractual penalty of € 10,000.00 shall be payable to the AG for each case of infringement by the AN.


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11. Confidentiality

- (1) The AG and its suppliers undertake to treat any stipulations and agreements made as well as the corresponding documents confidentially. It is agreed to actively make essential information available to the partner.
- (2) The contents of these GPC, as well as the other documents provided, are subject to confidentiality and may not be disclosed to third parties. If disclosure to third parties is necessary, to companies affiliated with the Contractor, which are required for the preparation of an offer, the Contractor shall ensure that confidentiality is guaranteed.

12. Final provisions

- (1) Any assignment of the ANs payment claims to the Customer shall only be effective with our written consent.
- (2) This agreement shall be governed exclusively by German law. The Uniform Law on the International Sale of Goods (EKG) and the Uniform Law on the Formation of Contracts for the International Sale of Goods (EAG) shall not apply.
- (3) The place of performance is Neusalza-Spremberg.
- (4) The place of jurisdiction is Dresden.
- (5) For all disputes arising from this contractual relationship, if the Customer is a registered trader, a legal entity under public law or a special fund under public law, the action shall be brought before the court with jurisdiction for our head office. The Customer shall also be entitled to bring an action at the AN head office.
- (6) These GPCs, including all annexes, shall apply for an indefinite period of time.
- (7) If the AN wish to withdraw from one of these agreements, this must be done in writing.
- (8) The period of notice is 12 months. All orders accepted prior to termination shall not be affected by the termination of these GPCs. The AN shall ensure that these orders are fulfilled. The termination of this agreement shall not release the AN from its contractual obligations towards the AG and its confirmed orders.

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Other applicable documents:

- QAA
- Logistic specifications
- Appendix 1 to the logistics specifications – company data and contacts
- Code of conduct for suppliers
- Guideline for the responsible procurement of 3TG minerals

The applicable documents and forms can be downloaded in the currently valid version from the client's website.

Signed: Management plastic concept gmbh – Systemteile aus Kunststoff –

These General Terms and Conditions of Purchase were created electronically and are valid without a signature.

**The contracting party accepts the General Purchasing and Shifting Conditions of plastic concept gmbh by signing, but at the latest upon confirmation of delivery. These can be accessed at any time at: <https://www.plastic-concept.de/unternehmen/download.html>.*

Name (capital letters)

Position

Place, Day

legally binding signature*/
contractor's stamp