

General Terms and Conditions of Purchase of AVS Aggregatebau GmbH, 89584 Ehingen-Stetten, and AVS BHKW GmbH, 89584 Ehingen-Stetten (date: May 2022)

1 Application

- (1) All deliveries, services and quotations of our suppliers shall be rendered exclusively on the basis of these General Terms and Conditions of Purchase. These form an integral part of all contracts that we conclude with our suppliers for the deliveries or services offered by them. They shall also apply to all future deliveries, services or quotations rendered for the customer even if they are not separately agreed again.
- (2) Terms and conditions of our suppliers or third parties shall not apply even if we do not separately object to their validity in individual cases. Even if we refer to a letter containing or referring to terms and conditions of the supplier or a third party, this shall not constitute consent to the validity of those terms and conditions.

2 Quotations and orders

- (1) Quotations made by the supplier shall always be submitted in writing or in text form (email, fax, etc.). Quotations are always made free of charge and with no obligation on our part. The quotations must correspond to our enquiries; deviations must be explicitly indicated.
- (2) Our orders shall only be legally binding if they are placed in electronic form (by sending them as a PDF file by email to ab@avs-aggregatebau.de). Verbal amendments or supplements require our confirmation given in writing or in text form (email, fax, etc.) to be effective.
- (3) If an order acceptance or confirmation letters of the supplier deviate from the order, the supplier shall be obliged to explicitly indicate this fact. If the price is missing from our order, the supplier shall state the price in their order confirmation. In both cases, the contract shall only be concluded once we have given our consent in writing or text form (email, fax, etc.).
- (4) If the order acceptance deviates from the order, this shall constitute a new quotation and shall require our acceptance in writing or text form.

3 Prices, terms of payment, invoice details

- (1) The price stated in the order is binding.
- (2) The price includes delivery and transport to the shipping address stated in the contract, including packaging. The packaging must comprise environmentally compatible and, wherever possible, recyclable materials.
- (3) Agreed prices are fixed prices including all incidental costs. We shall not accept price increases following conclusion of the contract.
- (4) Unless agreed otherwise, the agreed prices are net prices excluding VAT.
- (5) Unless agreed otherwise, we shall pay the purchase price within 14 days of delivery of the goods and receipt of the invoice with a 3% discount or within 30 days net.
- (6) Our order number, the article number, the delivery quantity and the delivery address must be stated in all order confirmations, delivery documents and invoices. If one or more of these details are missing, resulting in a delay in processing by us in the normal course of business, the payment periods stated in Paragraph 3 shall be extended by the period of the delay.

4 Delivery time and delivery, transfer of risk

- (1) The delivery time (delivery date or delivery period) stated by us in the order or which is otherwise authoritative in accordance with these General Terms and Conditions of Purchase shall be binding. Deliveries ahead of schedule are not permissible.
- (2) The supplier shall be obliged to inform us without delay in writing if circumstances occur or become apparent as a result of which the delivery time cannot be met.
- (3) If the day on which the delivery must be effected at the latest can be determined on the basis of the contract, the supplier shall be in default at the end of this day without this requiring a reminder on our part.
- (4) In the event of a delay in delivery, we shall be unreservedly entitled to the statutory claims, including the right to withdraw from the contract and the claim for damages in place of performance after the futile expiry of a reasonable grace period.
- (5) In the event of delays in delivery, we shall be entitled, after giving a prior written warning to the supplier, to demand a contractual penalty of 0.5% of the respective order value for each commenced week of delay in delivery up to a maximum of 5%.

- (6) Our supplier shall not be entitled to make partial deliveries without our prior written consent.
- (7) Delivery shall be made carriage and insurance paid, including packaging. The goods must be protected against damage with packaging. Any supplementary costs for expedited transportation for which the supplier is responsible shall be borne by the supplier.
- (8) Delivery shall always be made at risk to the supplier. Even if shipment has been agreed, the risk shall only be transferred to us when the goods are handed over to us at the agreed place of receipt.

5 Protection of ownership

- (1) We reserve the right of ownership or copyright with regard to orders placed by us, commissions, as well as drawings, illustrations, calculations, descriptions and other documents made available to the supplier. The supplier may neither make these accessible to third parties nor use or reproduce them themselves or through third parties without our explicit consent. The supplier shall return these documents to us in full at our request if they are no longer required by them in the ordinary course of business or if negotiations do not result in the conclusion of a contract.
In this case, any copies made by the supplier must be destroyed; the only exceptions to this provision are retention within the scope of statutory retention obligations and the storage of data for backup purposes within the scope of a customary data backup strategy.
- (2) Tools, devices and models which we make available to the supplier or which are manufactured for contractual purposes and for which we are charged separately by the supplier shall remain our property or pass into our ownership.

6 Retention of title, provision of goods

- (1) Retentions of title on the part of the supplier shall only apply insofar as they relate to our payment obligations for the respective products for which the supplier retains title.
In particular, extended or prolonged retentions of title are not permissible.
- (2) Processing or remodelling work undertaken by the supplier shall be carried out on our behalf. If our goods subject to reservation are processed with other items that do not belong to us, we shall acquire co-ownership of the new item in the ratio of the value of our item to the other processed items at the time of processing.
- (3) If the item provided by us is inseparably commingled with other items that do not belong to us, we shall acquire co-ownership of the new item in the ratio of the value of the item subject to reservation to the other commingled items at the time of commingling. If the commingling takes place in such a manner that the supplier's item is to be regarded as the main item, it shall be deemed to have been agreed that the supplier shall transfer co-ownership to us on a pro rata basis; the supplier shall hold the sole ownership or co-ownership for safekeeping on our behalf.

7 Warranty

- (1) In the event of deficiencies, we shall be unreservedly entitled to the statutory claims. The warranty period is 24 months from the transfer of risk. We may, at our discretion, demand that the deficiency be remedied or delivery of a non-deficient item. The supplier shall bear the costs necessary for the purpose of subsequent performance, in particular transport costs, travel costs, labour costs and material costs.
- (2) We reserve the right to inspect the delivered goods for possible deficiencies. We shall be entitled to inspect the delivered goods in our normal course of business. We shall give notice of any identified deficiencies within a reasonable period of time.
- (3) Upon receipt by the supplier of our written notice of deficiencies, the limitation period for warranty claims shall be suspended until the supplier rejects our claims or declares that the deficiency has been eliminated or otherwise refuses to continue negotiations about our claims. In the case of substitute delivery and remedying of deficiencies, the warranty period for replaced and rectified parts shall recommence unless we had to assume from the supplier's actions that the supplier did not consider themselves obliged to undertake the measure but only undertook the substitute delivery or remedying of deficiencies as a gesture of goodwill or for similar reasons.

8 Quality and execution provisions

- (1) The ordered item must have the properties or characteristics stated in the specification in accordance with the order or in quality assurance agreements as the agreed quality.

- (2) Drawings, samples or other provisions which we make available to the supplier are exclusively authoritative for the type, quality and execution of the ordered goods.
- (3) The supplier may only manufacture in accordance with the drawings index stated in the order. If the supplier does not have the current drawings index, they shall request it from the ordering party.
- (4) In the case of series production in accordance with our specification, this may only be commenced after notice of our release of the sample has been given in writing or text form (email, fax, etc.). If the supplier has reservations about our specification, they must inform us without delay. Fulfilment of the contract may not take place until an agreement has been reached between the parties.
- (5) The acknowledged rules of technology and the statutory, safety and environmental regulations in the respectively current versions shall be adhered to by the supplier with regard to the deliveries made to us.

9 Withdrawal, compensation

- (1) In the event of non-fulfilment or non-contractual fulfilment of the supplier's contractual obligations, we may withdraw from the contract and demand compensation in place of performance after the futile expiry of a reasonable period for subsequent fulfilment.
- (2) Acceptance of a delayed delivery shall not be deemed to constitute a waiver of claims for compensation.
- (3) We shall be entitled to withdraw from the contract if the supplier breaches their obligation to maintain secrecy in accordance with this contract.
- (4) We shall be entitled to withdraw from the contract if the supplier suspends deliveries or applies for the opening of insolvency proceedings.
- (5) The right to extraordinary termination for good cause in the event of long-term commitments shall remain unaffected.

10 Product liability

- (1) The supplier shall be responsible for all claims asserted by third parties for personal injury or material damage attributable to a defective product supplied by them and shall be obliged to indemnify us against any resultant liability. If we are obliged to issue a recall to third parties on account of a defect in a product delivered by the supplier, the supplier shall bear all costs associated with the recall action.
- (2) The supplier shall be obliged to maintain product liability insurance with appropriate coverage at own expense which does not have to cover the recall risk. The supplier shall send us a copy of the liability policy at any time upon request.

11 Property rights

- (1) The supplier shall be responsible in accordance with paragraph 2 for ensuring that no third party property rights are infringed by products delivered by them in member countries of the EU or other countries in which they manufacture the products or have them manufactured.
- (2) The supplier shall be obliged to indemnify us against all claims exercised against us by third parties on account of the infringement of industrial property rights as referred to in paragraph 1 and to reimburse us for all necessary expenses in conjunction with this claim. This claim shall exist irrespective of any culpability on the part of the supplier.
- (3) Our further statutory claims due to defects of title of the products delivered to us shall remain unaffected.

12 Spare parts

- (1) The supplier shall be obliged to keep in stock spare parts for the products delivered to us for a period of at least 10 years after delivery.
- (2) If the supplier intends to discontinue the production of spare parts for the products delivered to us, they shall notify us without delay after the decision about the discontinuation has been made.

13 Secrecy

- (1) The supplier shall be obliged to keep the terms and conditions of the order as well as all information and documents made available to them for this purpose (with the exception of publicly accessible information) secret forever and to use them only for performance

of the order. The supplier shall return them to us without delay upon request after completion of enquiries or after processing of orders.

- (2) The supplier shall place their sub-suppliers under obligation correspondingly in accordance with this paragraph.

14 Data privacy

- (1) We may process and store the data relating to the respective orders and quotations insofar as this is necessary for the execution and processing of the purchase contract and for as long as we are obliged to store this data on account of statutory provisions.
- (2) We are not permitted to collect, transmit or otherwise process personal data of the customer for purposes other than those stated in this paragraph.

15 Notice under the Consumer Dispute Settlement Act

- (1) In the event of a dispute with a customer who is a consumer, we are neither willing nor obliged to participate in extrajudicial dispute settlement proceedings before a consumer arbitration board.

16 Assignment

- (1) The supplier shall not be entitled to assign their claims arising from the contractual relationship to third parties. This shall not apply where financial claims are concerned.

17 Force majeure

- (1) In the event of force majeure, such as industrial disputes, official measures, the Covid-19 pandemic or war, the performance obligations of the contracting parties shall be suspended for the duration of the disruption. The contracting parties are obliged to provide one another with the necessary information and to adapt the contractual obligations in line with the changed circumstances.

18 Applicable law and legal venue

- (1) The purchase contract concluded between us and the supplier shall be governed by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- (2) If the supplier is a merchant within the meaning of Section 1 (1) of the German Commercial Code (HGB) or a legal entity under public law or a special fund under public law, the registered office of AVS Aggregatebau GmbH shall be the sole legal venue for all disputes arising directly or indirectly from the contractual relationship.
- (3) In all other cases, we or the supplier may bring legal action before any court that has jurisdiction on account of statutory provisions.