



General Terms and Conditions of Purchase

I. Scope of application

1. These General Terms and Conditions of Purchase (hereinafter "PURCHASING TERMS") shall apply to all deliveries of products, work and services (hereinafter "DELIVERY ITEM") which HIMA Paul Hildebrandt GmbH (hereinafter "HIMA") purchases from a supplier (hereinafter "SUPPLIER"). They also apply to the initiation of contracts or business contacts.
2. The SUPPLIER's general terms and conditions shall not apply, even if HIMA does not expressly object to them or accepts or pays for the DELIVERY ITEM without reservation.

II. Conclusion of contract and contract amendments

1. Unless an agreement on the conclusion of a contract by electronic data exchange has been made, HIMA's orders and order confirmations are only binding if HIMA issues them in writing. Amendments and supplements to agreements made as well as collateral agreements must also be in writing to be effective, as must the waiver of the written form requirement.
2. The SUPPLIER shall state the order number and the date of the order in its confirmation of orders and accompanying correspondence. In the event of an offer deviating from the order, the SUPPLIER shall clearly indicate the deviations.
3. Unless expressly stated otherwise therein, the SUPPLIER's cost estimates shall not be remunerated.

III. Delivery; Deadlines

1. Unless otherwise specified in the individual contract, the SUPPLIER shall deliver the DELIVERY ITEMS CIP in accordance with ICC Incoterm® 2020 to the shipping address specified by HIMA. If no shipping address is specified in HIMA's order, HIMA's home address in Brühl, Germany shall apply.
2. Goods must be packed in such a way as to avoid damage during transportation. Packaging materials are only to be used to the extent necessary to achieve this purpose.
3. Agreed delivery dates are binding. Compliance with them is an essential obligation of the SUPPLIER. If the SUPPLIER realizes that it will not be able to meet deadlines or time limits, it must inform HIMA immediately of the reasons and the expected duration of the delay.
4. If the SUPPLIER does not bear the costs for this, it may only send DELIVERY ITEMS as express goods or air freight by special agreement.
5. For each case of culpable exceeding of a delivery date, the SUPPLIER undertakes to pay HIMA a contractual penalty of 1% of the total price for the DELIVERY ITEM for each commenced week of delay, up to a maximum of 5%. The assertion of statutory claims for damages remains unaffected. The contractual penalty shall be offset against such claims for damages. HIMA is entitled to claim the contractual penalty until the SUPPLIER's invoice has been settled, even if HIMA did not reserve the right to do so when accepting the performance.

6. The acceptance of a delayed delivery or partial delivery by HIMA does not constitute a waiver of the rights to which HIMA is entitled.
7. Partial deliveries and early deliveries are only permitted if they are reasonable for HIMA or if HIMA has agreed to them in writing.
8. The risk of accidental loss and accidental deterioration shall pass to HIMA upon delivery of the goods.
9. At HIMA's request, the SUPPLIER shall take back the packaging or parts thereof without further compensation at the place of performance according to § 3 paragraph 1).

IV. Incoming goods inspection

1. The SUPPLIER shall only deliver DELIVERY ITEMS that have been fully inspected and found to be in good condition and therefore waives a detailed incoming goods inspection at HIMA. HIMA shall inspect incoming DELIVERY ITEMS for obvious damage (especially transport damage) as well as for deviations in identity and quantity of the DELIVERY ITEMS on the basis of the delivery documents, insofar and as soon as this is feasible in the ordinary course of business.
2. HIMA shall give notice of defects discovered during the inspection according to § 4 paragraph 1) within ten calendar days after receipt of the delivery, other defects within ten calendar days after discovery. Within these periods, the SUPPLIER waives the objection of delayed notification of defects.

V. Acceptance

1. If the service to be rendered consists of a work performance or work delivery, a formal acceptance is required. After the SUPPLIER has notified HIMA of the completion of the DELIVERY ITEM and has handed over the relevant documents to HIMA, HIMA shall carry out the acceptance.
2. A formal acceptance report shall be drawn up on acceptance. Formal acceptance only takes place when the contractor has rectified any defects identified. Acceptance cannot be refused due to insignificant defects. The SUPPLIER shall rectify the defects immediately, but at the latest within a reasonable period set by HIMA.
3. A fiction of acceptance is excluded. Neither the operational handover of the service provided nor payments made by HIMA shall constitute acceptance of the service.
4. There is no entitlement to partial acceptance.

VI. Quality, accident prevention, hazardous substances

1. Where applicable, the SUPPLIER shall maintain a quality assurance system, e.g. in accordance with DIN EN ISO 9001. HIMA is entitled to review the system after consultation.
2. The SUPPLIER shall always take into account the recognized rules of technology for the quality of the DELIVERY ITEMS to be delivered to HIMA and shall inform HIMA of technical improvement possibilities.



3. The SUPPLIER must observe the accident prevention regulations, the regulations of the German Social Accident Insurance Institutions, in particular DGUV regulation 1 (regulation of the German Social Accident Insurance) .
4. The SUPPLIER undertakes not to use any substances within the meaning of § 2 III of the German Ordinance on Hazardous Substances (GefStoffV) in the DELIVERY ITEMS without the prior express written consent of HIMA. In the event that the SUPPLIER delivers substances that are hazardous substances within the meaning of the Hazardous Substances Ordinance (GefStoffV), the SUPPLIER is obliged to provide the EC safety data sheet (§ 4 GefStoffV) prior to delivery without being requested to do so.
5. The SUPPLIER undertakes to comply with substance bans and restrictions as well as related information obligations (e.g. according to Art. 33 of the European Chemicals Regulation on Registration, Evaluation, Authorization and Restriction of Chemicals - REACH Regulation) and take-back obligations according to the applicable international, European and national legal provisions, directives and regulations. The SUPPLIER shall be liable for any breach of these obligations and shall indemnify HIMA against any claims of third parties and compensate HIMA for any damages arising directly or indirectly from the breach of these obligations.
6. If the SUPPLIER performs its services partially or completely on HIMA's premises in accordance with the contract, the applicable safety and environmental protection leaflet shall apply. If this is not available to the SUPPLIER, the SUPPLIER is obliged to obtain it from the reception or purchasing department before starting work.

VII. Scope of services, warranty, liability for defects

1. The SUPPLIER warrants that the DELIVERY ITEM has the contractually agreed properties (e.g. specifications) and complies with the contractually agreed - or if no such purpose has been agreed, the usual - intended use, the recognized rules of technology and the applicable statutory and official regulations, in particular approval regulations, occupational health and safety regulations and accident prevention regulations. Insofar as CE, DIN, ISO, VDE, VDI or DVGW standards or equivalent standards are applicable to the DELIVERY ITEM, it must comply with them at the time of transfer of risk. The provisions of this paragraph shall also apply to construction, assembly or installation work to be carried out by the SUPPLIER in connection with the DELIVERY ITEM.
2. If a manufacturer's declaration or a declaration of conformity (CE) within the meaning of the EC Machinery Directive is required for the DELIVERY ITEM, the SUPPLIER shall prepare this and make it available to HIMA immediately at its own expense.
3. The SUPPLIER shall provide all documentation, operating instructions and other documents necessary for the contractual use of the DELIVERY ITEM in the language versions required by law. HIMA is entitled to integrate the SUPPLIER's operating instructions and documentation into its operating instructions or documentation for the overall system, with or without reference to the SUPPLIER.
4. When delivering an incomplete machine within the meaning of the EC Machinery Directive, the SUPPLIER shall enclose a declaration of incorporation and assembly instructions describing all interfaces to the overall system with information on the health and safety requirements to be complied with.
5. In the event of a defect in the DELIVERY ITEM, HIMA shall be entitled to the statutory rights.
6. After the unsuccessful expiry of a reasonable period set for the SUPPLIER for subsequent performance, HIMA is entitled to rectify defects itself, to have them rectified by third parties or to procure a replacement elsewhere and to demand reimbursement

of the necessary expenses. The same applies if the SUPPLIER refuses subsequent performance. HIMA is not entitled to these rights if the SUPPLIER rightfully refuses supplementary performance.

7. The SUPPLIER shall endeavor to fulfil its subsequent performance obligations as quickly as possible in any case, taking into account its organizational circumstances.
8. Claims for defects shall become time-barred 24 months after commissioning or first use of the DELIVERY ITEM, but no later than 36 months after delivery.
9. For subsequently delivered parts of the DELIVERY ITEMS, the liability period for defects begins anew upon completion of the subsequent delivery, and for repaired parts upon completion of the repair. This does not apply if the SUPPLIER provides subsequent performance for HIMA for a reason other than the elimination of a defect.

VIII. Samples, drawings and models

1. DELIVERY ITEMS manufactured according to HIMA's specifications and drawings may only be delivered to HIMA. This also applies if
 - a. the SUPPLIER has procured tools, models and other items at its own expense;
 - b. DELIVERY ITEMS cannot be accepted due to defects;
 - c. no further orders or commissions can be placed.
2. HIMA reserves all property rights and industrial property rights to samples, drawings, models and other documents which HIMA makes available to the SUPPLIER or which the SUPPLIER becomes aware of in any other way; these documents may not be made accessible to third parties. The SUPPLIER shall store the samples, drawings, models and other documents carefully and separately from its own and third party items. After completion of inquiries and orders and upon HIMA's request, they must be returned immediately.

IX. Indemnification from third-party claims

1. The SUPPLIER warrants that the DELIVERY ITEMS and their contractual use do not infringe any patent rights, copyrights or other industrial property rights of third parties.
2. The SUPPLIER shall indemnify HIMA against any claims by third parties based on (i) infringement of patent, copyright or other proprietary rights of third parties or (ii) liability for injury to life, limb, health or property caused by the DELIVERY ITEMS or their contractual use, e.g. due to product defects of the DELIVERY ITEMS under the Product Liability Act or a foreign law corresponding to the Product Liability Act.
3. The indemnification includes liabilities to third parties as well as any costs and expenses incurred by HIMA as a result of the claim, including court and legal costs.
4. The indemnification claim arises at the time of utilization.

X. Secrecy

1. The SUPPLIER is obliged to keep confidential all technical, commercial and other information (e.g. drawings, calculations, illustrations and other documents and records) received directly or indirectly from HIMA in connection with the initiation, conclusion and implementation of individual contracts (hereinafter "CONFIDENTIAL INFORMATION") and not to use it for any purpose other than the implementation of the individual contract. In particular, the client may not commercially exploit the CONFIDENTIAL INFORMATION, make it the subject of



industrial property rights, pass it on to third parties or make it accessible in any other way.

2. Excluded from the confidentiality obligation and restriction of use is such information which (i) is already lawfully in the SUPPLIER's possession at the time of transmission by HIMA, (ii) is lawfully in the public domain, (iii) was lawfully obtained from third parties, or (iv) must be disclosed due to statutory, judicial or official disclosure obligations.
3. The SUPPLIER shall make the CONFIDENTIAL INFORMATION available to its employees and vicarious agents as well as subcontractors authorized by HIMA only to the extent necessary for the implementation of the individual contract. The SUPPLIER shall ensure by appropriate contractual agreements that these employees, vicarious agents and subcontractors are bound to secrecy in accordance with the provisions of these PURCHASING CONDITIONS and shall be responsible to HIMA for their compliance with these obligations.
4. The CONFIDENTIAL INFORMATION may only be disclosed to other third parties with the express written consent of HIMA.
5. The aforementioned confidentiality obligations and restrictions on use shall continue to apply for five (5) years after termination of the individual contract in question, with the exception of trade secrets within the meaning of the German Trade Secrets Protection Act (GeschGehG), for which the confidentiality obligations and restrictions on use shall continue to apply for as long as their status under the GeschGehG persists.

XI. Traceability

1. The SUPPLIER undertakes to mark the DELIVERY ITEMS in such a way or, if this is impossible or inappropriate, to take other suitable measures to ensure that it can immediately determine which other deliveries or DELIVERY ITEMS could be affected if a defect occurs in the DELIVERY ITEMS.
2. If the SUPPLIER realizes that already delivered DELIVERY ITEMS might have defects or technical faults, he shall immediately inform HIMA about this and the reasons for it, so that HIMA, if necessary in coordination with the SUPPLIER, can carry out specific examinations of the DELIVERY ITEMS or the products manufactured from them in order to avoid possible damages or disadvantages.

XII. Prices, payment and packaging

1. The agreed prices are net prices plus the applicable statutory value added tax. Unless otherwise agreed in individual cases, the price includes all ancillary services (e.g. assembly, installation) as well as costs for proper packaging, transportation and transport and liability insurance.
2. Unless otherwise agreed, payments are due either within 14 days less 3% discount, or within 30 days without deduction, in each case calculated from the date of receipt of a correct and verifiable invoice by HIMA and after complete delivery or performance of the service.
3. Payments by HIMA do not mean that HIMA recognizes or accepts the DELIVERY ITEMS as being in accordance with the contract and do not mean a waiver of contractual or statutory rights, e.g. claims for defects or damages.

XIII. Corporate social responsibility, compliance with legal regulations

1. In its business activities, HIMA attaches great importance to social responsibility towards its own employees and society and expects the same from its SUPPLIERS. The following principles are of particular importance and must be observed by the SUPPLIER:

- Respect for human rights;
- Prohibition of child and forced labor;
- no discrimination on the basis of gender, age, disability, sexual identity, nationality, marital status, racial or ethnic origin, religion or belief, trade union membership, political affiliation, veteran status or any other characteristic protected by local law;
- Compliance with occupational health and safety requirements;
- Compliance with socially acceptable working conditions;
- Protection against arbitrary personnel measures;
- Ensuring employability through training and further education;
- Creating conditions that allow employees to enjoy a decent standard of living;
- Remuneration that makes it possible to secure a livelihood, including social and cultural participation;
- Realization of equal opportunities and family-friendly framework conditions;
- Protection of indigenous rights;
- Prohibition of bribery and extortion;
- Safeguarding animal welfare and protection, in particular observing the 3R principle (Replacement, Reduction, Refinement) in animal experiments;
- positive and negative freedom of association;
- Compliance with the applicable provisions of antitrust and competition law;
- Compliance with applicable anti-corruption regulations;
- Compliance with the applicable regulations on the prevention of money laundering;
- Compliance with the applicable data protection regulations;
- Compliance with the applicable export control regulations and
- compliance with applicable laws and regulations.

2. In the event of a breach of its obligations under § 13 1), the SUPPLIER is obliged to take and carry out appropriate corrective measures. HIMA is entitled to refuse to cooperate in the provision of services, to refuse acceptance of DELIVERY ITEMS and to refuse payment of remuneration as long as the SUPPLIER does not comply with a relevant legal provision or insofar as this would violate a relevant legal provision.
3. If the SUPPLIER culpably violates an obligation from § 13 1), HIMA reserves the right to withdraw from concluded individual contracts or to terminate them without notice.

XIV. Assignment, transfer of obligations

1. Except in cases of § 354 a HGB (German Commercial Code), the SUPPLIER is not entitled to assign or pledge his claims against HIMA or to have them collected by third parties. If the SUPPLIER nevertheless assigns its claims to third parties or has them collected by third parties, HIMA may, at its discretion, pay both the SUPPLIER and the third party with discharging effect.
2. The SUPPLIER may not transfer its obligations under the individual contract, in whole or in part, to third parties without HIMA's written consent. If HIMA agrees to a transfer to a third party, the SUPPLIER remains jointly and severally liable.
3. HIMA may transfer its rights and obligations under these TERMS OF PURCHASE and individual contracts concluded hereunder to companies affiliated with HIMA without the SUPPLIER's prior consent.

XV. Subcontractor

1. The use of subcontractors for the fulfillment of the contract requires the prior written consent of HIMA. The SUPPLIER shall ensure compliance with all legal and contractual conditions by the subcontractors used.
2. The SUPPLIER shall be responsible for the fault of its subcontractors as if it were its own fault.



XVI. Export control and customs

1. The SUPPLIER undertakes to fulfill all requirements of the applicable national and international customs and foreign trade law.
2. The SUPPLIER shall immediately provide HIMA in writing with all information and data required by HIMA to comply with applicable customs and foreign trade law prior to delivery of the DELIVERY ITEMS concerned. This includes in particular
 - the applicable export list number;
 - for US goods, the Export Control Classification Number according to the U.S. Commerce Control List (ECCN);
 - whether the DELIVERY ITEMS were transported through the U.S., manufactured or stored in the U.S., or manufactured using U.S. technology;
 - the statistical goods number according to the current goods classification of foreign trade statistics and the HS Code (Harmonized System); and
 - the country of origin and, if required by HIMA, supplier declarations of preferential origin (for European suppliers) or certificates of preference (for non-European suppliers).
3. At HIMA's request, the SUPPLIER is obliged to name a contact person for clarification of any queries and to inform HIMA in writing of all other export and customs-relevant foreign trade data on its goods.
4. The SUPPLIER is obliged to inform HIMA immediately of any changes to the above information and data.

The contracting parties must jointly endeavor to find an effective provision that comes as close as possible to the economic purpose of the invalid provision.

**HIMA Paul Hildebrandt GmbH
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XVII. Data protection

The SUPPLIER undertakes to comply with all applicable statutory provisions and regulations on data protection, in particular the provisions of the European Regulation (EU) 2016/679 (General Data Protection Regulation) applicable from May 25, 2018, insofar as they are applicable to the initiation, conclusion and implementation of an individual contract.

XVIII. Place of jurisdiction and applicable law

1. Insofar as the above terms and conditions do not contain a conclusive provision, German law shall apply to the exclusion of the conflict of laws and the UN Convention on Contracts for the International Sale of Goods (CISG).
2. The exclusive place of jurisdiction for all disputes arising out of or in connection with the agreements between HIMA and the SUPPLIER under these TERMS OF PURCHASE is HIMA's place of business. HIMA is entitled to sue the SUPPLIER at the court of its registered office or place of business or at the court of the place of performance.

XIX. Final provisions

1. The SUPPLIER is not authorized to draw attention to its business relationship with HIMA for advertising purposes, e.g. in advertisements, publications or on its website, without the express prior consent of HIMA.
2. The SUPPLIER shall maintain sufficient insurance at its own expense for damages for which it and its vicarious agents are responsible. The amount of coverage per damage event must be proven to HIMA in writing upon request.
3. The SUPPLIER is only entitled to offset undisputed or legally established claims. The SUPPLIER is only entitled to a right of retention if the claim for which the right of retention is asserted originates from the same contractual relationship.
4. Should one of the terms and conditions be or become invalid in whole or in part, the remainder of the contract shall remain valid.