

## GENERAL TERMS AND CONDITIONS OF PURCHASE

(Hennecke GmbH / February 2025)

### 1. General, Scope of Application

1.1 These General Terms and Conditions of Purchase of Hennecke GmbH (hereinafter referred to as "Customer") apply to all business relations with entrepreneurs (section 14 BGB [German Civil Code]), public-sector legal entities, or special bodies or funds under public law (hereinafter referred to as "Supplier"). The General Terms and Conditions of Purchase, as amended from time to time, also apply as a framework agreement to future contracts for the sale and/or delivery of goods concluded with the supplier, without our having to refer to them again in each particular case.

1.2 Contrary or supplementary terms and conditions of the supplier become part of the Agreement only if and to the extent the customer has expressly agreed to their applicability.

1.3 Any deviation and/or supplementary agreement to this General Terms and Conditions must be made in writing and needs to be negotiated individually. This also applies to written form requirement itself.

1.4 The Hennecke Group, which includes the Customer, places the utmost importance on conducting its business activities in accordance with the law and the highest ethical standards. Compliance with rules and regulations is a top priority for all companies in the international Hennecke Group network. The Hennecke Group Code of Conduct is available at: [www.hennecke.com/en/company/code-of-conduct](http://www.hennecke.com/en/company/code-of-conduct). The Supplier is obliged to familiarize himself with the provisions of the Code of Conduct and to comply with the provisions set out therein.

### 2. Offer and Conclusion of Agreement

2.1 In preparing the offer, the Supplier shall adhere precisely to the specifics of the inquiry and in the event of any deviation the Supplier is to expressly notify the Customer of any such deviation. Quotations bind the Supplier for at least 60 working days and may be accepted by the Customer at any time during this period.

2.2 Our orders are freely revocable until such time as the order is confirmed or, in the absence of an order confirmation, until the time of delivery. The Supplier shall confirm our order placement no later than 5 working days upon receipt of the order by means of a written order confirmation or by delivery. A late order confirmation with a deviating delivery date is deemed to be a new offer and requires our confirmation. The principles of commercial letters of confirmation are expressly excluded.

2.3 Accurate compliance with the specifications referred to in the purchase order, applicable standards and laws, the accepted state of the art, and the quality of the delivery items are essential obligations of the Supplier hereunder. Any and all obligations arising from the agreement are to be discharged by the Supplier. The commissioning of subcontractors for manufacturing is permissible only with our prior written consent. The Supplier is liable for any fault of a subcontractor as for his own fault.

### 3. Amendments, Modifications and Additions

3.1 The Customer may at any time before delivery (in the case of contracts for work and services: before acceptance) of the delivery item, at its reasonable discretion, demand that the Supplier make reasonable changes and additions to the order. The Supplier shall be obliged to propose to the Customer without delay any changes which the Supplier considers necessary and expedient in order to successfully fulfill the contract. The same shall apply in the event that the services associated with the order can also be provided in a better and more cost-effective manner. Upon receipt of the Customer's written consent, the Supplier shall perform such amendments and modifications.

3.2 To the extent an amendment or modification involves an increase or decrease in costs and/or implies that deadlines can no longer be met, the Supplier must notify the Customer of such circumstances right away when submitting an amendment / modification proposal or promptly upon receipt of the Customer's amendment/modification request. Compensation is to be adjusted commensurate with the cost modifications. If and insofar as such an amendment / modification proposal is not submitted immediately and the Supplier continues to fulfill the contract, a subsequent increase in the agreed remuneration cannot be demanded.

### 4. Delivery, Delivery Delay

4.1 Shipping shall be dispatched at the Supplier's risk and costs (DDP St. Augustin according to Incoterms 2020). The Supplier shall insure the transportation risks at its own account through a suitable insurance policy and shall furnish proof of insurance for inspection upon the Customer's demand. In case the freight costs are to be borne by Customer by special agreement, the Supplier must select the shipping mode affording the most favorable shipping rates. Place of delivery and passing of risk shall be the receiving location as indicated by the Customer.

4.2 Unless expressly agreed otherwise, the Supplier is not entitled to effect partial performance. If, nevertheless, partial performance is rendered and the Customer is not interested in such partial performance, the Customer may rescind the entire contract.

4.3 Unless otherwise expressly agreed, the delivery times and periods specified by the customer are binding. If the stated delivery times are exceeded, the Supplier is obliged to pay the Customer a contractual penalty of 1% of the agreed remuneration for each week of the delay or any part thereof. This does not apply if the Supplier is not responsible for the delay. The maximum amount of the contractual penalty is 5% of the agreed remuneration. Payments of contractual penalties shall be set off against any claim for damages of the Customer. The Supplier shall inform the Customer without delay if circumstances become apparent to him that give rise to concerns about a delay in delivery. The Supplier bears the procurement risk for his services, unless otherwise agreed in individual cases.

4.4 Compliance with the agreed delivery periods and dates is dependent on the receipt of the subject matter (delivery item) at the receiving location specified by the Customer; in the case of deliveries involving setup, assembly or other services requiring acceptance, the date of their acceptance shall apply.

4.5 The additional costs incurred by the Customer due to a delayed delivery, in particular due to the need to make alternative cover purchases, shall be borne by the Supplier, unless the Supplier is not responsible for the delay. Further legal or contractual claims and rights, in particular the right to withdraw from the contract or to claim damages, shall remain unaffected.

4.6 The Supplier is authorized to exercise its right of retention only insofar as its counterclaim is based on the same contractual relationship or on an undisputed claim or a claim that is recognized by declaratory judgment. The Supplier may only offset with undisputed counterclaims or with counterclaims recognized by declaratory judgment.

4.7 The Customer's complete order numbers and article numbers must be documented on the delivery notes, shipping advices, and way bills. In addition, the Supplier is obligated to draw up a Supplier declaration for us upon request. The supplier shall not be entitled to claim any additional costs in this regard.

4.8 The Supplier shall send a detailed shipping advice, separate from the goods and the invoice, to the Customer for each individual consignment

at least 3 working days prior to shipping. The date of receipt of the shipping advice at the Customer site is decisive. The delivery note and packaging slip are to be attached to the delivery. In the event of shipment by sea, the name of the shipping company and the ship are to be specified in the shipping documents and invoices. If a system or equipment is knocked down into components or is delivered in more than one component, these components are to be labeled and are to be positioned and described in the delivery note in accordance with the labels.

4.9 Tools and setup equipment shall not be loaded together with the delivery items, otherwise the Supplier shall bear the costs of reloading. Any consignments the Customer does not accept due non-compliance with these shipping provisions will be stored at the Supplier's expense and risk. The Customer is authorized to inspect and determine the content and condition of such consignments. The Supplier is also liable for its subcontractors' compliance with the shipping provisions. The Supplier is liable to the Customer for damages suffered and costs incurred by the Customer due to Supplier's non-compliance with any of the the above terms and conditions

4.10 The title to patterns, dies, jigs / fixtures and other tools invoiced in full or in part to the Customer will pass to the Customer at the time these items are delivered to the Customer.

4.11 In the case of software products or services that contain software, the Supplier's obligation to perform shall only be fulfilled when the complete (system and user) documentation has also been handed over. In the case of software created specifically for the Customer, the source code must also be delivered. Furthermore, the provisions pursuant to clause 12 of these General Terms and Conditions must be fulfilled.

## **5. Prices and Payment**

5.1 The agreed prices are fixed prices. All prices are without Value Added Tax, but include packaging, insurance, transportation and other ancillary costs.

5.2 The shipment date, the Customer's order number, article numbers and Customer's Value Added Tax ID Number are to be noted on invoices and credits. Invoices must correspond to the order's delivery items description, sequence and prices. Any excess or short deliveries / services shall, as a rule, be itemized separately. The Customer shall not be responsible for any delays caused by non-compliance with these requirements on the part of the Supplier.

5.3 Unless otherwise agreed, payments shall be made

a. within 14 days of receipt of the delivery item and receipt of an invoice or equivalent payment schedule, subject to a 3% discount,

b. within 30 days of receipt of the delivery item and receipt of an invoice or equivalent payment schedule, net.

5.4 If the delivery item and the invoice are received before the agreed delivery date, the payment period shall commence at the earliest on the agreed delivery date, even if the Customer accepts the delivery. The date of the Customer's payment instruction shall be decisive.

5.5 If a service contract is concluded between the parties, date of delivery is replaced by date of acceptance.

5.6 Payments do not imply any acceptance of conditions, prices, or characteristics of the delivery item.

## **6. Warranty (Gewährleistung)**

6.1 The Supplier shall deliver the goods free of material defects and defects of title in accordance with the state of the art at the time of delivery. In addition, the Supplier warrants that the goods are suitable for the purpose intended by the Customer. The general limitation period for claims for defects is 24 months from delivery to the end customer, but no

longer than 36 months from delivery to the Customer itself. Longer statutory limitation periods shall remain unaffected. The preclusion period pursuant to Art. 39 (2) CISG (where applicable) shall not end before the expiry of the limitation period set out in this Clause 6.1.

6.2 The Customer's duty to inspect the goods upon receipt is limited to defects which become apparent upon external inspection, including the delivery documents, as well as during the quality control by random sampling (e.g. transport damage, incorrect and short delivery). If the Supplier has its registered office in Germany, any defects shall in any case be deemed to have been notified in good time if the Customer notifies the Supplier within 5 working days of receipt of the goods or, if such a defect becomes apparent later, within 5 working days of its discovery. If the Supplier has its registered office outside Germany, any defects shall in any case be deemed to have been notified in good time if the Customer notifies the Supplier within 4 weeks of the time at which they were discovered or should have been discovered.

6.3 In the event of defects, the Supplier shall provide subsequent performance by remedying the defect or delivering a defect-free item at the Customer's discretion. If the type of subsequent performance chosen by the Customer is impossible, the Supplier shall be entitled to provide subsequent performance in another way, provided this is reasonable for the Customer. If subsequent performance is impossible overall, if the Supplier refuses subsequent performance, if no attempt at subsequent performance is made despite the setting of a reasonable deadline or if subsequent performance has failed, the Customer shall be entitled to withdraw from the contract at any time - even if it is impossible for him to return the goods essentially in the condition in which he received them - within the limitation period pursuant to Clause 6.1, without prejudice to his other rights. The period pursuant to Art. 49 (2) CISG (if applicable) shall not end before the expiry of the limitation period stipulated in Clause 6.1. In the case of an order for a building, the limitation period pursuant to section 634 a (1) no. 2 of the German Civil Code (BGB) shall apply.

6.4 The Customer manufactures machines for the production of industrial goods. If defective parts of the Supplier are used in the manufacture of these machines and these lead to the defectiveness of a machine, which in turn can lead to defects in the industrial goods, the Customer may be exposed to liability towards its end customers due to consequential damages, for example through loss of production, production of rejects, product recalls, property damage and personal injury. The Supplier is obliged to cover its liability risk by means of insurance and to provide the Customer with proof of cover on request.

## **7. Provision of Materials**

7.1 Materials provided by the Customer shall remain the property of the Customer and shall be stored, labeled and managed separately by the Supplier free of charge. The materials may only be used to fulfill the Customer's orders. The Supplier shall bear the risk of loss or deterioration of the materials provided.

7.2 The materials supplied by the Customer are processed or transformed for the Customer. The parties agree that the Customer becomes the (joint) owner of the new or transformed object. The Supplier stores the new object for the Customer at its own expense (free of charge), and with the due care of a prudent business man.

## **8. Customer and Supplier Documents, Confidentiality**

8.1 The Customer reserves all property rights and copyrights to illustrations, plans, drawings, calculations, instructions for execution, product descriptions and other documents. Such documents shall be used exclusively for the contractual performance and shall be returned to the Customer after completion of the contract.

8.2 All documents received from the Customer must be kept secret from third parties, even after termination of the contract. The confidentiality

obligation shall only expire if and insofar as the knowledge contained in the documents provided has become generally known.

8.3 The Supplier may only refer to business relations with the Customer after obtaining prior written approval (e.g. in its advertising).

8.4 Drawings and all documents required by the Customer for the installation, operation, maintenance, inspection or repair of the delivery item shall be provided by the Supplier in good time and unsolicited free of charge, as shall the necessary declarations of conformity and manufacturer's declarations. The Supplier shall grant the Customer a full, transferable right of use, which is not restricted in terms of territory or time.

8.5 The Supplier shall request the Customer's works standards and guidelines, unless they have already been made available. In this respect, the supplier shall ensure that the relevant regulations are complied with in the course of the fulfillment of the contract.

## 9. Documentation

### 9.1 General requirements

The documentation to be supplied must at least comply with the standards DIN EN 12100 and DIN EN 82079-1 as amended and Directive 2006/42/EC as far as applicable. Depending on the product to be supplied and the area of application, other regulations and standards may apply which must also be taken into account (e.g. ATEX Directive 2014/34/EU or the Pressure Equipment Directive 2014/68/EU). The list is therefore to be understood as an indication and minimum requirement and not as a complete list of the standards and regulations to be taken into account. The documentation must clearly describe the type, design and model of the product supplied. A description of possible product variants should be avoided as far as possible. If this is not possible, it must be clearly labelled to indicate which variant corresponds to the delivered product or which variant was delivered (see also DIN EN 82079-1). This can be done, for example, by means of an additional functional description, a functional diagram or a drawing with positioning. Safety instructions must be drawn up in accordance with ANSI Z535.6 / DIN ISO 3864. The layout, structure and level of detail are to be taken from DIN EN 82079-1 and Directive 2006/42/EC.

### 9.2 Further documents

In addition to the operating instructions, the Supplier must - if the delivery item falls within the scope of Directive 2006/42/EC - provide all other necessary documents.

If components from subcontractors are integrated in the delivered product (e.g. drive motors, sensors, etc.) the corresponding documents must be enclosed with the documentation. The spare parts and maintenance and cleaning work listed in the documents of subcontractors must also be listed in the overall spare parts list and the overall maintenance plan.

### 9.3 Language of the documents

The documentation must be supplied in German and English. Additional languages required shall be in the order. If possible, the documents should only be written in one national language. Multilingual documents are to be avoided.

### 9.4 Name of the files

Each file must be labelled in accordance with ISO 6391. All documents must be labelled uniformly. A file must be created for each language. For multilingual documents, only the country code changes. English is the preferred language for labelling documents.

#### 1. Manufacturer name

#### 2. Abbreviation of the document type

- BAL – Operating instructions
- SUW – Maintenance plan

#### 3. Designation Product

#### 4. Country code ISO 639-1

Example: Manufacturer\_Product\_BAL\_EN.PDF

#### 9.5 Delivery

##### 9.5.1 Delivery date

Unless otherwise agreed, the documentation shall be delivered at the latest upon delivery of the goods. Compliance with the delivery date shall be determined by the date of receipt of the documentation at Hennecke GmbH. If a delivery date cannot be met, this must be communicated immediately and in writing.

##### 9.5.2 Delivery in electronic form

The documentation must always be sent in electronic form by e-mail to the following address [documentation@hennecke.com](mailto:documentation@hennecke.com) to send. The subject must be at least the Hennecke order number and the Hennecke article number. The maximum permissible size of the e-mail must not exceed 20 MB. If the documentation exceeds the size of 20 MB or if the supplier is unable to send it by e-mail due to the file size, the documentation must be sent by CD-ROM or USB stick to the following address:

Hennecke GmbH  
Technical Documentation  
Birlinghovener Str. 30  
53773 Sankt Augustin

The order number and an assignment of the documents to the Hennecke article numbers must be visible in the cover letter. After receipt of the documentation, it is checked in accordance with Directive 2006/42/EC. PDF documents must be supplied unencrypted and without restriction of functions.

##### 9.5.3 File format

The spare parts list and the maintenance plan must be sent in Excel file format (without password protection) and all drawings and functional diagrams in DXF and PDF format. All other documents must be created in A4 page format and also sent in PDF format or alternatively in Word file format. All PDF files are to be provided without document security and with appropriate bookmarks.

##### 9.5.4 Repeatet delivery of products

In the case of repeated deliveries of products containing the same components, no separate documentation must be supplied if the same components (e.g. the same drive motor) were installed as in the previous delivery and the documentation not been updated in the meantime. However, Hennecke GmbH may request that the documentation be sent again free of charge. Products containing components with certificates (e.g. pressure vessels, safety valves) must always be supplied!

## 10. Tests / inspections

10.1 Where tests / inspections are envisaged for the delivery items, the Customer and Supplier shall bear their respective incurred material and personnel inspection costs themselves. The Supplier shall send the Customer a binding notice at least 10 days in advance that the delivery items are ready for testing and shall schedule an inspection date with the Customer. If a delivery item is not presented on this date, the Customer's material and personnel costs shall be borne by the Supplier.

10.2 Any necessary material certificates for primary materials are to be prepared at the Supplier's expense and shall be provided to the Customer at the latest with the delivery item itself.

10.3 If any defects are identified during goods receipt inspections which give rise to the conclusion that the delivered products need to be remedied by the Supplier, the Supplier shall bear the associated costs of

the repeat quality assurance measures to be performed by Customer (repeat of the good receipt inspection etc.) in the amount of a flat fee of 130.00 EUR per notice of defects. This provision shall not affect any additional claims Customer may have. The Supplier may furnish proof of lesser damage and the Customer may furnish proof of greater damage.

10.4 The Customer is granted the right to inspect and check the progress of the fulfillment of the contract at any time with a maximum of 24 hours' notice at the Supplier's premises. This shall not affect the warranty rights or, in the case of a contract for work and services, the need for proper acceptance.

#### **11. Eigentumsvorbehalt**

Unless otherwise agreed by the parties in writing, all forms of extended (*erweitert*) or prolonged (*verlängert*) reservation of title are excluded, so that any reservation of title declared by the Supplier is only valid until the delivery item delivered to the Customer is paid in full and is only applicable to such delivery item.

#### **12. Free and Open Source Software (FOSS)**

12.1 The following provisions of Clauses 12.2 to 12.7 shall not apply if the Supplier's services do not contain any form of so-called Free and Open Source Software (hereinafter "FOSS").

12.2 The Supplier is obliged to inform the Customer in good time, but at the latest with the order confirmation, whether and which FOSS its services contain.

12.3 Insofar as the Supplier's services contain FOSS, the Supplier shall use the FOSS components contained therein in accordance with their license terms.

12.4 The Supplier must enable the Customer to use the FOSS components in accordance with the license terms. In particular, the Customer must be able to sell and distribute them to its end customers as part of the Customer's own products and services.

12.5 The Supplier shall provide the Customer with the following at the latest upon delivery or acceptance: a) the source code of the FOSS used (insofar as the applicable license conditions require the disclosure of this source code); b) a list of all FOSS files used with a reference to the applicable license and a copy of the complete license text; and c) a written declaration that neither the Supplier's services nor the Customer's products and works derived from them are subject to a viral effect (so-called "copyleft effect"), in particular that they are not subject to the GPL license conditions.

12.6 If the Supplier does not point out that its services contain FOSS until after receipt of the order, the Customer shall be entitled to terminate the contract within 14 days of receipt of the corresponding written notification.

12.7 The so-called copyleft effect is a clause under licensing law which ensures that further developments of the software must be released again under the same conditions of the license. In the context of the order placed by the Customer, a copyleft effect occurring under license law constitutes both a legal defect and a material defect. If such a copyleft effect exists, the Supplier shall, as part of its obligation to provide subsequent performance, modify the software or its components free of charge for the Customer in order to prevent a copyleft effect.

#### **13. Final Provisions**

13.1 The place of performance for all obligations of the Customer and the Supplier shall be 53757 Sankt-Augustin - Birlinghoven (Germany).

13.2 German law shall apply and - where applicable - the UN Convention on Contracts for the International Sale of Goods (CISG) shall also apply.

13.3 It is agreed that the place of jurisdiction shall be Cologne. In addition, the Customer may assert any of its claims at the Supplier's place of

general jurisdiction. The Customer may also opt to have any and all disputes arising out of the business relationship with the Supplier finally resolved in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with said Rules. At the Supplier's request, the customer must exercise this option with respect to a specific dispute within a period of one week from receipt of such request by making a statement to that effect vis-à-vis the Customer, if the Supplier intends to initiate legal proceedings against the Customer.