

## General Conditions of Purchase

### Gräff GmbH Temperature, measurement and control technology

#### 1. General Scope

**1.1** These general terms and conditions of purchase apply to all our business relationships with our business partners and suppliers if they are entrepreneurs (§ 14 BGB), a legal entity under public law or a special fund under public law.

**1.2** All deliveries, services and offers from our suppliers are based exclusively on these General Terms and Conditions of Purchase. These are part of all contracts that we conclude with our suppliers for the deliveries or services they offer. They also apply to all future deliveries, services or offers to us, even if they are not separately agreed again or if they are not expressly referred to.

**1.3** Terms and conditions of our suppliers or third parties do not apply, even if we do not specifically object to their validity in individual cases. Even if we refer to a letter that contains or refers to the terms and conditions of the supplier or a third party, this does not mean that we agree to the validity of any terms and conditions.

#### 2. Order

**2.1** Every order (order and acceptance) must be in writing in order to be legally binding. The supplier must inform us of obvious errors (e.g. spelling and calculation errors) and incompleteness of our orders, including the order documents, for the purpose of correction or completion before acceptance; otherwise the contract is deemed not to have been concluded.

**2.2** The acceptance of the order must be confirmed immediately in writing, stating our order data (order number, order date, type number if applicable) as well as the binding delivery date and price. Orders become binding if the supplier does not object within five working days of receipt. We can revoke the order if we do not receive the order confirmation within two weeks of receipt. If this deviates from the order, we are only bound if we agree to the deviation in writing. The acceptance of deliveries or services or payment does not mean approval.

**2.3** We are entitled to change the time and place of delivery as well as the type of packaging at any time by giving written notification at least 14 calendar days before the agreed delivery date. We are also entitled to change production specifications insofar as these can be implemented as part of the supplier's normal production process without significant additional effort. In these cases, the notice period is at least three weeks. We will reimburse the supplier for the proven additional costs incurred as a result of the change. If such changes result in delivery

delays that cannot be avoided with reasonable efforts in the normal production and business operations of the supplier, the originally agreed delivery date will be postponed accordingly. The supplier shall inform us in writing of the additional costs or delivery delays to be expected based on a careful assessment in good time before the delivery date, but at least within 10 working days of receipt of our notification.

**2.4** We are entitled to terminate the contract at any time by means of a written declaration stating a reason if we can no longer use the ordered products in our business operations due to circumstances that occurred after the conclusion of the contract and were not foreseeable at the time the contract was concluded. In this case, we will reimburse the supplier for the partial service rendered.

### 3. Prices and terms of payment

**3.1** The price stated in the order is binding. All prices include statutory sales tax if this is not shown separately.

**3.2** Unless otherwise agreed in writing in individual cases, the price includes all services and ancillary services of the supplier as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance, assembly or installation). If, according to the agreement made, the price does not include the packaging, this is to be charged at verifiable cost price unless otherwise agreed. The supplier must take back packaging material at our request.

**3.3** Unless otherwise agreed, we shall make payment after receipt of the goods after receipt of the invoice, at our discretion within 14 days with a deduction of 3 percent or within 60 days net.

**3.4** The supplier only has a right of offsetting or retention due to legally established or undisputed counterclaims.

### 4. Delivery time, delivery

**4.1** The delivery time specified in the order as well as agreed dates and delivery times are binding.

**4.2** The supplier is obliged to inform us immediately in writing if circumstances arise or it becomes apparent to him that the delivery time cannot be met.

**4.3** The supplier is in default of delivery if he does not hand over the goods in full at the place of performance by the agreed delivery date. The delivery deadline is not met by partial deliveries on the agreed delivery date.

**4.4** The acceptance of a delayed delivery or service does not mean a waiver of claims for damages.

**4.5** In the event of a delay in delivery, we are entitled to unrestricted legal claims, including the right to withdraw and the right to claim damages in lieu of performance after a reasonable period of grace has expired without result. The supplier must bear any additional costs for accelerated modes of transport ordered by us, which become necessary due to the delivery time being exceeded.

**4.6** Unless otherwise agreed in writing, the delivery must be made in accordance with Incoterms 2020, in particular the delivery condition DDP (delivered, duty paid) and DPU within the EU (delivered named place unloaded).

**4.7** The supplier is obliged to state our order number and storage location exactly on all shipping documents and delivery notes. If he fails to do so, we are not responsible for any delays that may occur.

**4.8** If the supplier is in default, we can - in addition to further legal claims - demand lump-sum compensation for our default damage in the amount of 1% of the net price per full calendar week, but not more than 5% of the net price, of the goods or services delivered late. We reserve the right to prove that higher damage has occurred. The supplier reserves the right to prove that no damage or only significantly less damage has occurred.

## 5. Quality and Documentation

**5.1** The supplier guarantees that he will comply with the recognized rules of technology, the applicable safety regulations and the agreed technical specifications for his deliveries. All parts and materials supplied must correspond to the current state of the art and the applicable legal regulations and standards that apply in the country of manufacture and sale, particularly with regard to environmental protection, electronics and safety.

**5.2** Changes to the delivery item require our prior written consent.

**5.3** The supplier undertakes to comply with the quality assurance agreement, which takes precedence over these purchasing conditions.

## 6. Warranty Claims

**6.1** In the event of a defective delivery, we are entitled to the statutory warranty rights without restriction; in particular, we can choose to have the defect removed (repair) or delivery of a defect-free item (subsequent delivery) at our discretion. However, the warranty period is 36 months, deviating from the statutory regulation.

**6.2** We only inspect incoming goods with regard to externally recognizable damage and externally recognizable deviations in identity and quantity. We will report such defects within ten working days of receipt of the goods. Furthermore, we give notice of defects within ten working days after they have been determined in the normal course of business. In this respect, the supplier waives the objection of delayed notification of defects.

**6.3** If the supplier does not meet his obligation to provide supplementary performance within a reasonable period of time set by us, we can remedy the defect ourselves and demand reimbursement of the expenses required for this or a corresponding advance payment from the supplier. If the supplementary performance by the supplier has failed or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline is required; the supplier must be informed immediately, if possible before we remedy the defect.

## 7. Protection of Property, Confidentiality

**7.1** We reserve the property rights and copyrights to illustrations, drawings, calculations, implementation instructions, product descriptions and other documents. Such documents are to be used exclusively for the contractual services and are to be returned to us after the contract has been completed. Even after the end of the contract, the supplier may not make them accessible to third parties, nor disclose them, use them himself or have them used by third parties, or reproduce them without our express consent.

**7.2** Tools, samples, moulds, teaching devices and models that we make available to the supplier remain our property. If such items are manufactured by the supplier for contractual purposes and we are invoiced in full or in part, we acquire ownership of them or a co-ownership share corresponding to our cost sharing upon payment. Any processing, mixing or connection of such items by the supplier is carried out for us. If third-party property rights remain in the case of processing, mixing or connection with items, we acquire co-ownership of the new item in proportion to the value of the item provided to the other items. The supplier bears the risk for the models made available to him by us and is liable to us for any damage or loss, regardless of the reasons for the damage or loss.

**7.3** Tools, samples, moulds, teaching devices and models may not be made accessible to third parties and may not be used for deliveries to third parties without our prior written consent, even if they are wholly or partly the property of the supplier. The supplier must return such items to us in proper condition if they are no longer required to fulfill the contracts concluded with us. If the supplier is the owner or co-owner of the items, he is obliged in this case to transfer ownership to us and

hand them over to us in exchange for reimbursement of his verifiable production costs.

**7.4** The goods must be transferred to us unconditionally and without regard to the payment of the price. However, if we accept an offer from the supplier for transfer of ownership that is conditional on the payment of the purchase price, the retention of title by the supplier expires at the latest when the purchase price for the delivered goods is paid. In the ordinary course of business, we remain authorized to resell the goods before payment of the purchase price, with advance assignment of the resulting claim (alternatively, application of the simple retention of title extended to the resale).

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