

**GENERAL TERMS OF PURCHASE**  
**ZÖLLNER-WIETHOFF GMBH**  
**STATUS MARCH 2021**

**§ 1**  
**SCOPE**

- (1)** The following Terms and Conditions of Purchase (COP) shall apply to all purchases made by Zöllner-Wiethoff GmbH. By delivering its products to Zöllner-Wiethoff GmbH, the supplier accepts these COP.
- (2)** General terms and conditions or other deviating terms and conditions of the supplier shall not apply unless they have been accepted in writing by Zöllner-Wiethoff GmbH. These COP shall also apply in all roles in which Zöllner-Wiethoff GmbH accepts deliveries from a supplier without objecting to its terms and conditions (whether known or unknown) that deviate from these COP. All references or references by the supplier to the validity of its general terms and conditions are hereby expressly rejected.
- (3)** These COP shall also apply to all future deliveries of a supplier. They shall continue to apply in addition to all other agreements which the parties conclude in addition, e.g. framework supply agreements, quality agreements, etc.

**§ 2**  
**OFFERS**

- (1)** Inquiries of Zöllner-Wiethoff GmbH about products of a supplier or about the conditions of deliveries or requests for quotations do not constitute binding offers of Zöllner-Wiethoff GmbH and do not bind it in any way.
- (2)** Orders of Zöllner-Wiethoff GmbH are only valid if they are made in writing. Signature is not required. The written form shall be deemed to be granted if the transmission is made by fax, e-mail or any other electronic transmission system.
- (3)** Cost estimates of the Supplier shall be binding and shall not be remunerated unless expressly agreed otherwise.
- (4)** The Supplier hereby agrees that no express acceptance of an order is required; rather, an order shall be deemed accepted unless the Supplier has rejected it in writing within two working days - calculated from the date of receipt of the order.

### **§ 3 PRICE**

The price stated in the order of Zöllner-Wiethoff GmbH is binding for the supplier. If, during the term of a contract for the supply of products, the supplier should supply the contractual products or similar products in comparable quantities to a third party on more favorable terms, in particular with regard to price, discounts, quality, terms of payment, delivery periods or other terms, the supplier shall notify Zöllner-Wiethoff GmbH thereof without undue delay and automatically grant Zöllner-Wiethoff GmbH these more favorable terms. The new conditions shall apply retroactively from the date on which the supplier grants these more favorable conditions to the third party.

### **§ 4 TERMS OF PAYMENT**

- (1)** Invoices of the supplier shall be sent to Zöllner-Wiethoff GmbH in digital form immediately after delivery. These must contain date, order number and supplier number. If these requirements are not met, Zöllner-Wiethoff GmbH shall not be responsible for the resulting delays.
- (2)** Invoices shall be paid within 30 days after delivery and receipt of invoice with a 3% discount, at the latest within 60 days after delivery and receipt of invoice strictly net, or according to individually agreed payment conditions.
- (3)** Payment by Zöllner-Wiethoff GmbH shall be made by bank transfer. Other payment modalities must be agreed separately.
- (4)** Payments do not imply recognition of the delivery or service as being in accordance with the contract. In the event of defective or incomplete delivery or performance, Zöllner-Wiethoff GmbH shall be entitled, without prejudice to other rights, to withhold payments on claims arising from the business relationship to a reasonable extent for proper performance.

### **§ 5 TERMS OF PAYMENT**

- (1)** The delivery dates agreed with the supplier are binding. The receipt of the products at the destination specified by Zöllner-Wiethoff GmbH shall be decisive.
- (2)** If the supplier delivers the goods earlier than the agreed delivery date, Zöllner-Wiethoff GmbH reserves the right to return them at the expense and risk of the supplier. If the goods delivered too early are not returned, the products will be stored at Zöllner-Wiethoff GmbH until the agreed delivery date at the expense and risk of the supplier. The actually agreed delivery date is decisive for the payment or the aforementioned discount regulation.
- (3)** The supplier shall notify Zöllner-Wiethoff GmbH immediately after becoming aware of a delay in delivery of the reasons, the expected duration of the delay and suitable measures to avert it.

### **§ 6**

## **DELAY**

If the supplier is in default with a delivery, he shall forfeit a contractual penalty of 5% of the delivery value of the delayed products for each week or part thereof, but not more than 25% of the total delivery value. The delay does not require a separate reminder or a renewed request for performance. The right to assert claims for damages shall remain unaffected.

## **§ 7 CONTRACTUAL PENALTIES**

Insofar as Zöllner--Wiethoff GmbH has to provide statutory and/or contractual contractual penalties to its customers due to the supplier's delay in delivery, it is agreed that Zöllner--Wiethoff GmbH is entitled to charge these damages to the supplier in addition to any further claims arising from the contract and/or law

## **§ 8 OVER-/ UNDERDELIVERIES**

Zöllner-Wiethoff GmbH does not accept underdeliveries. A maximum over-delivery of 5% is permissible. Should over- or under-deliveries be unavoidable due to the nature of the industry, the purchaser must be informed of this prior to conclusion of the contract. Over-deliveries shall not be remunerated by the Purchaser; in the case of under-deliveries, the Purchaser may choose between complete delivery or payment of the actual delivery quantity. Additional costs, in particular price increases, shall not be incurred by the Purchaser as a result thereof.

## **§ 9 PACKAGING**

The supplier shall take back used, emptied packaging free of charge. If this is not possible, the supplier shall bear the reasonable disposal costs of Zöllner-Wiethoff GmbH.

## **§ 10 MATERIAL DEFECTS**

- (1)** In the event of a defective delivery, the statutory provisions shall apply unless otherwise provided for in the following provisions.
- (2)** Zöllner-Wiethoff GmbH shall randomly inspect the products delivered by the supplier upon receipt for conformity of ordered and delivered goods, for quality deviations, as well as for externally visible damage. The supplier shall be notified immediately of any defects found. In all other respects, the supplier shall waive any further inspection of incoming goods. Zöllner-Wiethoff GmbH shall notify the supplier of defects that are only discovered during processing or the intended use of the delivered goods immediately after the defect has been discovered. In this respect, the supplier waives the defense of delayed notification of defects.
- (3)** In case of defective delivery, the supplier shall, at the discretion of Zöllner-Wiethoff GmbH, either remedy the defect or deliver a new item. In both cases, the supplier shall bear all costs incurred by him or Zöllner-Wiethoff GmbH, such as transport, travel, labor and material costs,

as well as costs for an incoming goods inspection exceeding the usual scope. In case of subsequent delivery, the supplier shall take back the defective products at his own expense.

- (4) If the supplementary performance fails, is unreasonable or the supplier does not start with it immediately, Zöllner-Wiethoff GmbH may withdraw from the contract without setting a further deadline and return the products at the risk and expense of the supplier.
- (5) Claims arising from a defective delivery shall become statute-barred 36 months after the date of delivery of the goods to Zöllner-Wiethoff GmbH, unless otherwise stipulated below.
- (6) Further claims, such as claims for damages, or claims arising from guarantees of the Supplier shall remain unaffected.

## **§ 8 RESIGNATION**

Zöllner-Wiethoff GmbH is entitled to withdraw from all business relations with the supplier in case of good cause. As an important reason, Zöllner-Wiethoff GmbH and the supplier agree in particular:

- (1) The supplier is more than 5 days in delay of delivery (decisive delivery date in the order of Zöllner-Wiethoff GmbH);
- (2) In the event of operational disruptions occurring in the plant of Zöllner-Wiethoff GmbH due to force majeure or other obstacles for which Zöllner-Wiethoff GmbH is not responsible, such as labor disputes and/or contract cancellations by its customers of contracts that have been the basis for our order, regardless of whether these contract cancellations by the customers of Zöllner-Wiethoff GmbH are justified or unjustified.

In all cases in which Zöllner-Wiethoff GmbH is entitled to withdraw from the contract in accordance with this agreement, there is no breach of duty on our part. Claims for damages and/or claims of any other kind of the supplier are excluded in this respect in this case.

## **§ 9 PRODUCT LIABILITY**

- (1) Insofar as the supplier has caused a product defect or is responsible for it, the supplier shall indemnify Zöllner-Wiethoff GmbH against all claims of third parties.
- (2) The supplier is obliged to take out and maintain sufficient product liability insurance to cover the risks of product liability. The conclusion of such insurance shall be proven to Zöllner-Wiethoff GmbH immediately upon request. If the supplier is not able to provide proof of the insurance policies within 2 weeks, Zöllner-Wiethoff GmbH shall have the right to take out a corresponding insurance policy at the supplier's expense.

**§ 10**  
**RETENTION OF TITLE**

- (1) Upon payment of the purchase price, the supplier's products shall become the property of Zöllner-Wiethoff GmbH. Any extended or expanded retention of title of the supplier to delivered products is excluded.
- (2) All parts, raw materials, tools, materials, etc. provided by Zöllner-Wiethoff GmbH shall remain the sole property of Zöllner-Wiethoff GmbH. The same applies to all drafts, samples, drawings, data, models or other information and documents provided by Zöllner-Wiethoff GmbH. Furthermore, the supplier undertakes not to pass on property and documents of Zöllner-Wiethoff GmbH to third parties.

**§ 11**  
**SECRECY**

- (1) The supplier undertakes to treat as confidential all confidential information which it receives directly or indirectly from Zöllner-Wiethoff GmbH. Orders and related, commercial and technical details are also to be treated as confidential information. The reproduction / or disclosure to third parties is prohibited.
- (2) Die Geheimhaltungsverpflichtung hat über die Beendigung der Lieferbeziehungen hinaus für einen Zeitraum von 5 Jahren Bestand. Der Lieferant verpflichtet sich, nach Beendigung der Lieferbeziehungen aller erhaltenen vertraulichen Informationen und Materialien herauszugeben. Sofern die Herausgabe nicht möglich ist, sind besagte Informationen und Materialien zu vernichten.

**§ 12**  
**PLACE OF PERFORMANCE, TRANSFER OF RISK**

- (1) The place of performance for any delivery obligation of the supplier is the place of receipt or use named by Zöllner-Wiethoff in each case. The place of performance for the payment obligation of Zöllner Wiethoff GmbH is the registered office of Zöllner-Wiethoff GmbH.
- (2) The risk of accidental loss of the delivered goods shall pass to Zöllner-Wiethoff GmbH only after the goods have been loaded or unloaded at the place of performance, at the earliest after the agreed delivery date.

**§ 13**  
**OTHER PROVISIONS**

Should any of the above provisions be or become invalid or unenforceable, this shall not affect the legal validity of the remaining provisions. In place of the invalid or unenforceable provision, such provision shall be deemed to have been agreed which, within the scope of what is legally possible, comes as close as possible to what was intended by the contracting parties in accordance with the original meaning and purpose of the invalid or unenforceable provision. The same shall apply to any loopholes in the contract.

**§ 14**  
**APPLICABLE LAW, JURISDICTION**

- (1)** The law of the Federal Republic of Germany shall apply exclusively. The UN Convention on Contracts for the International Sale of Goods shall not apply.
  
- (2)** The place of jurisdiction for all disputes arising from the business relations between the contracting parties shall be Coburg. In addition, Zöllner-Wiethoff GmbH shall have the right to file a claim against the supplier at its general place of jurisdiction, at its discretion.

**§ 15**  
**SEVERABILITY CLAUSE**

Should individual provisions of this contract be invalid, partially invalid or unenforceable, this shall not affect the validity of the remaining provisions. In place of the invalid, partially invalid or unenforceable provision, the parties agree to set a provision that comes closest to the meaning and purpose of the invalid, partially invalid or unenforceable provision. If the parties fail to reach such an agreement, the invalid, partially invalid or unenforceable provision shall be replaced, at the parties' option, by the legal provision that comes closest to the meaning and purpose of the invalid, partially invalid or unenforceable provision.