

Terms and conditions of purchase

Alois-Müller-Group

As of August 2026

Alois-Müller-Group

Gutenbergstraße 12 | 87781 Ungerhausen | Germany

1. Scope, From and Definitions

1.1 For all business relationships with our business partners and suppliers („sellers“) of the Alois Müller Group, specifically for the respective ordering company, in particular for the

- Alois Müller Holding GmbH & Co. KG,
- Alois Müller GmbH,
- Müller Service GmbH,
- Gebrüder Gaßner GmbH,
- Raith Bad und Wärme GmbH,
- ECONTEC MSR GmbH,
- Müller Isoliertechnik GmbH,
- Helmut Schütz GmbH Heizung und Sanitär,
- e-con AG,
- e-con-TGA Ingenieure GmbH

These Terms and Conditions of Purchase (hereinafter “PTC”) shall apply exclusively to the respective ordering company (hereinafter referred to as the “Buyer”). They apply exclusively to entrepreneurs (§ 14 BGB), legal entities under public law, and special funds under public law.

1.2 These Terms and Conditions of Purchase (PTC) apply in particular to contracts for the sale and/or delivery of movable goods („goods“), irrespective of whether the seller manufactures the goods himself or purchases them from suppliers (Sections 433, 650 of the German Civil Code). Unless otherwise agreed, these GTC, in the version valid at the time of the buyer‘s order or, at the very least, in the version last communicated to the seller in writing, shall also apply as a framework agreement to similar future contracts, without the buyer having to refer to them again in each individual case.

1.3 The seller‘s terms and conditions are hereby rejected. Any conflicting, deviating, or supplementary terms and conditions of the seller shall not become part of the contract unless the buyer has expressly agreed to their validity in writing. This requirement of written consent also applies if the buyer accepts or pays for services without reservation, even with knowledge of conflicting or deviating terms and conditions.

1.4 Individual agreements made with the seller in specific cases, including side agreements, amendments, and modifications, take precedence over these General Terms and Conditions of Purchase. Subject to proof to the contrary, a written contract or the buyer‘s written confirmation is decisive for the content of such agreements.

1.5 References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions apply unless they are directly amended or expressly excluded in these EKB (General Terms and Conditions).

1.6 These EKB also apply to online orders, electronic orders, call-offs from framework agreements and delivery schedules.

1.7 For the purposes of these General Terms and Conditions of Purchase (PTC), „in writing“ means written or text form (§ 126b of the German Civil Code (BGB)), in particular letter or email, unless a stricter form is prescribed by law or contract. For the purposes of these GTC, working days are Monday to Friday, excluding public holidays at the buyer‘s place of business or the agreed place of performance, and excluding any published business closures of the buyer.

2. Contract formation, contract content and subcontractors

2.1 Orders placed by the buyer are only binding upon written submission or written confirmation. Verbal agreements, telephone orders, or other declarations only become binding upon written confirmation by the buyer.

2.2 Legally relevant declarations and notices from the seller relating to the contract, in particular setting deadlines, reminders, and declarations of withdrawal or termination, must be made in writing. Statutory form requirements and further evidence, especially in cases of doubt regarding the declarant‘s authorization, remain unaffected.

2.3 The seller must confirm the buyer‘s order in writing within three (3) business days or, in particular, accept it by unconditionally performing the service. Acceptance with additions, limitations, or other deviations is considered a new offer and requires the buyer‘s written consent.

2.4 The seller must precisely comply with the specifications, requirements documents, drawings, plans, structural calculations, technical requirements, operating conditions, customer requirements, and other order documents provided by the buyer. This applies in particular to requirements regarding use and application, installation location, geography, altitude, climate, pressure, temperature, media, and other environmental conditions. If relevant information is missing or incomplete, the seller must request it in writing before accepting the order. The seller must inform the buyer of any obvious errors, typographical or calculation mistakes, contradictions, or omissions in the order and order documents before acceptance; otherwise, the contract is considered void to the extent that the deviation is material to the buyer.

2.5 The seller may not, without the buyer‘s prior written consent, have the owed performance rendered, either wholly or partially, by third parties, in particular subcontractors, other production sites, or other agents outside the ordinary course of business. The buyer‘s consent does not release the seller from their responsibility for the contractual performance.

2.6 Changes to materials, components, suppliers, manufacturing, testing, quality or logistics processes, production sites, tools, fixtures, software, firmware, certifications, approvals, countries of origin, customs tariff numbers or other performance-critical circumstances require the prior written consent of the buyer. The seller must review and document the impact of such changes and fully disclose them to the buyer beforehand.

2.7 The seller must promptly review all drawings, plans, structural calculations, execution documents, and other information submitted by the buyer for the execution of the delivery or service. If execution documents are missing or if there are concerns regarding their accuracy, completeness, feasibility, or suitability, the seller must inform the buyer in writing without delay.

2.8 The buyer reserves ownership, copyright, intellectual property and usage rights to illustrations, plans, drawings, calculations, execution instructions, product descriptions, data, software, samples, templates, tools, testing equipment, other documents and items belonging to the buyer. They may not be made accessible to third parties without the express written consent of the buyer and must only be used for the contractual service. After completion of the contract, they must be returned immediately upon request or, if transmitted electronically, deleted, unless there are mandatory legal retention requirements.

2.9 The foregoing provision applies accordingly to substances, materials, software, finished and semi-finished products, tools, fixtures, samples, and other items that the buyer provides to the seller. Such items must be stored separately at the seller‘s expense while not being processed, clearly marked as the buyer‘s property, protected against access by third parties, damage, loss, and deterioration, and insured to an appropriate extent, at least for the cost of repair or replacement.

3. Price

3.1 All prices quoted in the order are fixed prices for the duration of the execution of the scope of services specified in the order or project and include statutory VAT unless otherwise stated.

3.2 Unless otherwise agreed in individual cases, the prices include all services and ancillary services of the seller, in particular packaging, loading, transport, freight, handling charges, unloading, transport, assembly and liability insurance, customs duties, taxes, fees, public charges, documentation, testing, acceptance, instruction, assembly, installation, commissioning, return, disposal and other incidental costs.

3.3 Price changes, surcharges, adjustments for inflation, energy, materials, freight or other costs require the prior written consent of the buyer.

4. Payment terms, offsetting and invoices during company holidays

4.1 The purchase price or remuneration is due within thirty (30) calendar days of complete and contractual delivery and performance, including any agreed acceptance, and receipt of a proper invoice together with corresponding delivery notes and proof of payment.

4.2 For payments made within twenty-one (21) calendar days of receipt of goods or complete performance and receipt of a proper invoice, the buyer is entitled to a discount of four (4) percent off the net invoice amount. In the case of bank transfers, payment is considered timely if the buyer‘s transfer order is received by their bank before the payment deadline; the buyer is not responsible for delays caused by banks involved in the payment process. The buyer does not owe any default interest. Statutory regulations apply to late payments.

4.3 For invoices received by the buyer between December 20th and January 7th (company holidays), the payment period and discount period will each be extended by two (2) weeks.

4.4 All payments are subject to invoice verification and do not constitute acceptance of the correctness of the delivery, service, invoicing or any exclusion of defects.

4.5 Down payments, advance payments, or partial payments will only be made upon express written agreement. The buyer is entitled to demand appropriate security, in particular advance payment guarantees.

4.6 The buyer is entitled to set-off and retention rights, as well as the defense of non-performance of contract, to the extent permitted by law. In particular, the buyer is entitled to withhold payments due as long as he has claims against the seller arising from incomplete, delayed, defective, or otherwise non-conforming performance.

4.7 The seller has a right of set-off or retention only with respect to undisputed or legally established counterclaims arising from the same contractual relationship. The assignment of claims of the seller against the buyer is only permissible with the prior written consent of the buyer; Section 354a of the German Commercial Code (HGB) remains unaffected.

5. Invoicing

5.1 Invoices must be sent exclusively digitally in PDF format to the email address specified in the order or to the billing address provided by the buyer. Invoices sent by post are only permitted if the buyer explicitly requests them or if required by law.

5.2 A separate invoice must be issued for each order, contract, and project. Invoices must comply with all applicable tax regulations and must include the following information: project name or description, order number, ordering party, project manager, cost center, delivery or service date, delivery location, delivery note number, item or service description, quantity, unit, unit and total price, and the ordering company as the recipient of the service.

5.3 Value-added tax (VAT) must be shown separately on all invoice amounts, unless a tax exemption or reverse charge mechanism applies. In these cases, the seller must state the relevant legal basis on the invoice.

5.4 Where legally required or requested by the buyer, the seller must provide a structured electronic invoice, in particular in the XRechnung, ZUGFeRD, or another permissible format specified by the buyer. Incorrect, incomplete, or unverifiable invoices do not constitute grounds for payment; the buyer is not responsible for any resulting delays in processing and payment.

6. Shipping, assembly services, packaging, packaging law and retention of title

6.1 Delivery within Germany is free of charge to the address specified in the order. For international deliveries, unless otherwise agreed, delivery is DDP (named place) according to Incoterms 2020. If the destination is not specified and nothing else has been agreed, delivery must be made to the buyer‘s respective place of business. The respective destination is also the place of performance for delivery, service, and subsequent performance (delivery obligation).

6.2 Shipping notifications, delivery notes, waybills, express goods slips, packages and invoices must include the project number, order number, delivery location, project name, project manager, purchaser and cost center of the buyer.

6.3 If the seller‘s services include assembly, manufacturing, erection, commissioning, or other services at the installation site, the seller must inform themselves in a timely manner about the location, condition, accessibility, safety requirements, and other conditions of the installation or service site. Unless otherwise agreed, the seller must provide the necessary suitable tools, equipment, scaffolding, measuring instruments, protective equipment, and personnel at their own expense.

6.4 Each delivery must be accompanied by two delivery notes stating the date (issued and dispatched), contents of the delivery (type, quantity, weight, quality), order number, purchaser, project manager, and cost center of the buyer. If delivery notes are missing or incomplete, the buyer is not responsible for any resulting delays in processing, acceptance, and payment.

6.5 The seller must package the goods appropriately, ensuring they are safe for transport and storage, using minimal materials, and are recyclable, while complying with all applicable legal requirements. The seller must inform the buyer in writing and in a timely manner of any special risks, storage conditions, hazardous materials requirements, disposal instructions, or other packaging-related peculiarities.

6.6 The seller shall, at its own expense, fulfill all applicable obligations under the German Packaging Act (VerpackG) and other packaging regulations. This includes, in particular, registration, system participation, data reporting, documentation, take-back, recycling, and disposal obligations for sales, shipping, repackaging, service, transport, and other packaging, insofar as the seller is a manufacturer, distributor, importer, initial distributor, or otherwise obligated party.

6.7 The seller must, upon request, immediately provide the buyer with suitable evidence of compliance with packaging regulations, in particular the LUCID registration number, proof of system participation, quantity reports, and information on packaging types, material fractions, and disposal routes. At the buyer‘s request and at the seller‘s expense, the seller must take back packaging materials and recycle or dispose of them properly.

6.8 If the seller fails to properly fulfill their packaging, take-back, recycling, or disposal obligations, the buyer is entitled to have the packaging properly recycled or disposed of, either by themselves or by a third party, at the seller‘s expense. Further claims, in particular claims for indemnification and damages, remain unaffected.

6.9 Any processing, mixing, or combining of items provided by the buyer is carried out by the seller on behalf of the buyer. The same applies to any further processing of the delivered goods by the buyer, meaning that the buyer is considered the manufacturer and acquires ownership of the product no later than upon further processing, in accordance with legal regulations.

6.10 The transfer of ownership of the goods to the buyer must occur unconditionally and regardless of payment of the purchase price. All forms of retention of title are excluded, insofar as they extend beyond simple retention of title, in particular extended, prolonged, transferred, or processing-related retention of title. The buyer remains entitled to process and resell the goods in the ordinary course of business, even before payment of the purchase price.

7. Availability of goods, delivery dates, transfer of risk, delay in delivery and acceptance

7.1 The seller bears the procurement risk for his services unless something else is expressly agreed in writing in individual cases.

7.2 Agreed delivery and performance dates are binding. The decisive factor for timely delivery is the receipt of the goods by the buyer or the receiving point designated by the buyer; in the case of work or installation services, the decisive factor is the timely, complete, and acceptance-ready performance. If a delivery or performance period has not been agreed upon, the seller must perform the service within two (2) weeks of the order date, unless a different date results from the order or the circumstances.

7.3 Partial deliveries, partial services, over- or under-deliveries, and early deliveries are only permitted with the buyer‘s prior written consent. In the event of early delivery, the buyer is entitled to return the goods at the seller‘s expense and risk or to store them at the seller‘s expense and risk until the agreed delivery date; in this case, payment terms begin no earlier than the agreed delivery date.

7.4 The risk of accidental loss or damage passes to the buyer upon delivery at the place of performance. If acceptance is agreed upon or required by law, acceptance is decisive for the transfer of risk. Delivery or acceptance is deemed to have occurred if the buyer is in default of acceptance.

7.5 If the seller recognizes that an agreed deadline cannot be met for any reason, they must immediately inform the buyer in writing, stating the reasons, the expected duration of the delay, the impact on subsequent processes, and the planned remedial measures. Unconditional acceptance of late performance does not constitute a waiver of the buyer‘s claims arising from the delay.

7.6 If the seller fails to perform their obligations, or fails to do so within the agreed delivery or performance period, or is in default, the buyer‘s rights, in particular the rights of withdrawal, termination, self-remedy, replacement procurement, and damages, are governed by statutory provisions. The seller may only invoke the absence of necessary documents, information, materials, or packaging to be supplied by the buyer if they have requested these in writing and have not received them within a reasonable period.

7.7 If the seller defaults on performance, the buyer, unless otherwise agreed in the contract, is entitled to claim a contractual penalty of one (1) percent of the net price of the delayed performance for each completed calendar week of delay, up to a maximum of five (5) percent of this net price. The buyer reserves the right to prove a higher loss; the seller reserves the right to prove that no loss or a significantly lower loss has occurred. Acceptance of late performance does not constitute a waiver of the contractual penalty.

7.8 In the case of series, framework, or call-off orders, if the seller is in default with a partial delivery or partial service, and after the unsuccessful expiry of a reasonable grace period, the buyer is entitled to withdraw from the affected part or, alternatively, from all outstanding partial services, or to terminate the contract, provided that continued performance is unreasonable for the buyer. In this case, the buyer is also entitled to procure the affected services himself or through third parties; any additional costs shall be borne by the seller in accordance with statutory provisions.

7.9 The statutory provisions apply to the occurrence of the buyer‘s default of acceptance. The seller must expressly offer performance to the buyer even if a specific or determinable calendar time has been agreed upon for an action or cooperation by the buyer.

8. Acceptance

8.1 Where acceptance is agreed upon or legally required, acceptance must be expressly and in writing by the buyer. Payments, commissioning, test runs, trial use, or receipt of the service do not constitute acceptance. Statutory deemed acceptance provisions remain unaffected only to the extent that they are mandatory.

8.2 The seller must inform the buyer in writing and in a timely manner which components of the performance are, in their opinion, ready for acceptance, and must submit the necessary testing methods, test reports, measurement data, certificates, documentation, as well

as operating, maintenance, and safety documents. The buyer may refuse acceptance as long as essential documents are missing or significant defects exist.

9. Claims for defects, duty to inspect and give notice

9.1 The buyer‘s rights in the event of material and legal defects in the services, including incorrect or short deliveries, improper assembly, defective assembly, operating, maintenance, safety or user instructions, as well as in the event of other breaches of duty, are governed by the statutory provisions, unless otherwise stipulated in these Terms and Conditions of Purchase.

9.2 The seller is liable, in particular, for ensuring that the goods or services, upon transfer of risk or acceptance, conform to the agreed specifications, specifications, drawings, samples, approvals, recognized engineering standards, relevant norms, legal requirements, safety and environmental requirements, and the intended use that was apparent to the seller or agreed upon. A defect also exists if the goods or services do not possess the characteristics that the buyer can expect based on the product description, advertising, manufacturer‘s information, data sheets, certificates, or other statements made by the seller or manufacturer.

9.3 Contrary to Section 442 Paragraph 1 Sentence 2 of the German Civil Code (BGB), the buyer is entitled to unrestricted claims for defects even if the defect remained unknown to him at the time of conclusion of the contract due to gross negligence.

9.4 In the event of defective delivery or performance, the buyer is entitled, at the buyer‘s discretion, to demand from the seller rectification of the defect, repair, or delivery of a defect-free item or re-performance of the service. The right to damages, in particular damages in lieu of performance, is expressly reserved. Remedial action also includes the removal of the defective goods and their reinstallation, provided that the goods, in accordance with their nature and intended use, were installed in or attached to another item; the buyer‘s statutory right to reimbursement of corresponding expenses remains unaffected.

9.5 If the seller fails to fulfill their obligation to remedy the defect within a reasonable period set by the buyer, the buyer may remedy the defect themselves or have it remedied by a third party and demand reimbursement of the necessary expenses or a corresponding advance payment from the seller. If the remedy fails or is unreasonable for the buyer, particularly due to special urgency, a risk to operational safety, the imminent occurrence of disproportionate damage, or the risk to customer relationships, no deadline needs to be set; the buyer will inform the seller of this immediately, if possible beforehand.

9.6 The seller shall bear all expenses necessary for inspection, analysis, subsequent performance, removal and reinstallation, transport, and other defect rectification. If a request for defect rectification proves to be unjustified, the buyer shall only be liable if they knew, or through gross negligence failed to recognize, that no defect existed.

9.7 The buyer‘s duty to inspect and give notice of defects is governed by Sections 377 and 381 of the German Commercial Code (HGB), subject to the following provision: The buyer‘s duty to inspect is limited to defects that are readily apparent upon incoming goods inspection, including a visual examination of the delivery documents, in particular transport damage, incorrect or short deliveries, or that are detectable during a quality control check using a sampling procedure. If acceptance is agreed upon, there is no duty to inspect or give notice of defects prior to acceptance. In any case, a notice of defects is deemed to be prompt and timely if it is sent within eight (8) working days of discovery or, in the case of obvious defects, within eight working days of delivery.

9.8 Furthermore, in the event of a material or legal defect, the buyer is entitled to a price reduction, to withdraw from the contract, to terminate the contract, and to claim damages and reimbursement of expenses in accordance with the statutory provisions.

10. Supplier recourse

10.1 In addition to warranty claims, the buyer is entitled to all statutory rights of recourse within a supply chain, in particular pursuant to Sections 445a, 445b, and 478 of the German Civil Code (BGB). Specifically, the buyer is entitled to demand from the seller precisely the type of supplementary performance that the seller owes to its own customer in each individual case. This does not restrict the buyer‘s statutory right of choice.

10.2 Before the buyer acknowledges or fulfills a warranty claim, including reimbursement of expenses, asserted by its customer, it will notify the seller and request a written statement, briefly outlining the facts, insofar as this is possible and reasonable. If a substantiated statement is not received within a reasonable period and no amicable solution is reached, the warranty claim actually granted by the buyer will be deemed owed to its customer. In this case, the burden of proof lies with the seller.

10.3 The buyer‘s claims for recourse against the supplier also apply if the defective goods have been further processed by the buyer or another entrepreneur, in particular by incorporation into another product or system.

11. Product liability, field actions and recalls

11.1 The seller shall indemnify the buyer against all third-party claims arising from product liability, producer liability, tortious liability or other liability, if and to the extent that their cause lies within the seller's sphere of control or organization and the seller is or would be liable in relation to third parties.

11.2 As part of its indemnification obligation, the seller shall reimburse expenses pursuant to Sections 683 and 670 of the German Civil Code (BGB) that arise from or in connection with claims by third parties, official actions, warnings, service campaigns, field actions, recalls, exchange programs, or other measures taken by the buyer. The buyer shall inform the seller of the content and scope of such measures—to the extent possible and reasonable—and give the seller an opportunity to comment. Further statutory claims remain unaffected.

11.3 The seller must inform the buyer immediately in writing if he becomes aware of circumstances that indicate safety risks, product defects, legal violations, official complaints, recall risks, market surveillance measures or other dangers in connection with delivered or to-be-delivered services.

12. Warranty and limitation period

12.1 The seller warrants that the goods delivered and services rendered have and retain the agreed characteristics, are free from material and legal defects, and are suitable for the contractually stipulated use as well as for the use recognizable to the seller.

12.2 The limitation period for claims based on defects is five (5) years from the transfer of risk; if acceptance is agreed upon or required by law, the limitation period begins with acceptance. This also applies if the German Construction Contract Procedures (VOB/B) additionally apply, unless otherwise expressly agreed in writing in a specific case.

12.3 The five-year limitation period applies accordingly to claims arising from defects of title. The statutory limitation period for third-party claims for the return of property remains unaffected; furthermore, claims arising from defects of title do not become time-barred in any case as long as the third party can still assert the right against the buyer, in particular due to the absence of a limitation period.

12.4 Insofar as the buyer is also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period applies, unless the application of the aforementioned limitation periods leads to a longer limitation period in individual cases.

13. Framework agreements, phase-out phase and company changes

13.1 Upon termination of a framework agreement, delivery plan or ongoing supply relationship, the seller shall, at the buyer's request, be obliged to continue supplying under the previous conditions for a transitional period of up to twelve (12) months after the termination becomes effective, insofar as and for as long as the buyer cannot otherwise secure supply under reasonable conditions.

13.2 Any corporate, organizational or significant economic changes of the seller, in particular changes of control, relocation of significant production or development areas, insolvency risks, significant quality problems or the loss of required certifications, must be communicated to the buyer immediately in writing, insofar as they may affect the performance of the services.

14. Conformity, technical documentation and product law

14.1 The seller warrants that the services comply with all applicable legal requirements, regulations, guidelines, harmonized standards, recognized rules of technology, safety, environmental, product, occupational safety, hazardous substance, dangerous goods, construction product, machinery, electrical, EMC, low voltage, pressure equipment, radio equipment and customer requirements at the time of delivery or performance, insofar as these are relevant to the services or their intended use.

14.2 The seller must comply with all applicable European and national internal market, product safety, and market surveillance regulations for machinery, equipment, products, components, or services. The seller must carry out the necessary conformity assessment procedures, prepare conformity or manufacturer's declarations, CE markings, declarations of incorporation, risk assessments, technical documentation, test reports, certificates, operating, assembly, maintenance, safety, and disposal instructions, and provide them to the buyer in a timely manner, completely, correctly, and in German or in the language requested by the buyer.

14.3 For materials, substances, mixtures, articles, hazardous materials, dangerous goods, or products that, due to their nature, properties, or condition, may pose a danger to people, the environment, or property, or that require special handling with regard to packaging, transport, storage, handling, use, or disposal, the seller must provide the buyer with a current and fully completed safety data sheet and all other necessary information no later than with the offer or before delivery. In the event of changes to the materials, products, or legal situation, the seller must provide updated documentation immediately.

14.4 The seller shall immediately inform the buyer in writing of any circumstances that may affect the conformity, safety, roadworthiness, approval, intended use, integration, transfer, or placing on the market of the goods or services. Upon the buyer‘s first request, the seller shall promptly provide all necessary information, documents, evidence, and test records and allow for verification.

15. REACH, RoHS, POPs, conflict minerals and critical raw materials

15.1 The seller warrants that the services comply with the applicable requirements of Regulation (EC) No. 1907/2006 (REACH), including registration, authorization, restriction, information, and safety data sheet obligations. If delivered products contain substances on the Candidate List of Substances of Very High Concern (SVHCs) in a concentration exceeding 0.1% by weight, the seller must inform the buyer in writing before delivery and provide all information necessary for safe use, transfer, documentation, SCIP notification, and disposal.

15.2 Insofar as the services include electrical or electronic equipment, electrical or electronic components, cables, spare parts, or other products covered by the scope of Directive 2011/65/EU (RoHS) or relevant national implementing regulations, the seller guarantees compliance with the applicable substance restrictions. Exceptions, exceedances of limit values, relevant changes, or expiring exemptions must be communicated to the buyer in writing before delivery.

15.3 The seller also guarantees compliance with all applicable regulations concerning POPs, chemicals, biocides, hazardous substances, dangerous goods, and other substances. Prohibited, restricted, declarable, substances of very high concern, carcinogenic, mutagenic, reprotoxic, radioactive, or otherwise hazardous substances may only be present to the extent permitted by law, suitable for the agreed use, and fully disclosed to the buyer before the conclusion of the contract.

15.4 The seller warrants that conflict minerals and conflict materials, in particular tin, tantalum, tungsten, and gold, as well as their ores (3TG), included in the services are sourced from legal and ethical sources and do not contribute to the financing of armed conflicts or serious human rights violations. Where applicable or required by the buyer, its customers, or authorities, this obligation also extends to cobalt, mica, lithium, nickel, and other critical raw materials or materials.

15.5 The seller shall maintain appropriate due diligence processes along its supply chain, based on recognized international standards, in particular the OECD Guidelines on Due Diligence to Promote Responsible Supply Chains for Minerals from Conflict-Affected and High-Risk Areas. Upon request by the buyer, the seller shall promptly, and no later than within ten (10) working days, provide all necessary information and evidence, including, but not limited to, CMRT, EMRT, details of smelters, refineries, countries of origin, upstream suppliers, due diligence measures, and risk assessments.

15.6 The seller shall promptly inform the buyer of any actual or suspected breaches of the obligations set forth in this section, of any significant risks related to materials, raw materials, or supply chains, and of any changes regarding raw material sources, smelters, refineries, or upstream suppliers. The seller shall impose corresponding obligations upon its own suppliers and shall indemnify and hold the buyer harmless from any claims, damages, fines, costs, or expenses arising from a breach of these obligations for which the seller is responsible.

16. Electrical and Electronic Equipment Act, EAR/WEEE, and batteries

16.1 The seller warrants that all supplied electrical and electronic equipment, as well as any other products falling within the scope of the Electrical and Electronic Equipment Act (ElektroG), comply with all requirements of the ElektroG at the time of delivery and—where applicable—prior to being placed on the market or made available on the German market.

16.2 The seller warrants, in particular, that any supplied equipment falling under the scope of the German Electrical and Electronic Equipment Act (ElektroG) has been duly registered with the „Stiftung Elektro-Altgeräte Register“ (ear) prior to being placed on the market. No later than the time of order confirmation—and in any event prior to delivery—the seller shall provide the buyer, in writing, with the relevant WEEE registration number, the registered brand name, the type of equipment, and its classification as either B2C or B2B equipment; upon request, the seller shall also provide appropriate documentation verifying such registration.

16.3 The seller further guarantees that the supplied equipment is properly and permanently marked in accordance with the requirements of the ElektroG (German Electrical and Electronic Equipment Act)—specifically, by bearing a unique manufacturer identifier, an indication of the date the equipment was placed on the market (as defined by the ElektroG), and the symbol of a crossed-out wheeled bin, to the extent required by law.

16.4 Insofar as the German Electrical and Electronic Equipment Act (ElektroG) imposes obligations regarding financing, warranties, take-back, disposal, information, registration, or notification in relation to the supplied equipment, the seller shall fulfill these obligations in full, in a timely manner, and at its own expense. This includes, in particular, maintaining a legally required financing guarantee for B2C equipment, establishing and upholding a legally required take-back solution, and—in the case of B2B equipment—fulfilling take-back and disposal obligations, including the preparation and submission of any take-back concept that may be required.

16.5 If the seller does not have a place of business in Germany and is required under the Electrical and Electronic Equipment Act (ElektroG) to appoint an authorized representative, the seller shall ensure that a duly appointed authorized representative—registered with the competent authority—is present in Germany. Upon request, the seller shall provide the buyer with the name and address of the authorized representative, as well as suitable proof of their appointment and registration.

16.6 The seller shall not supply the buyer with any electrical or electronic equipment the provision, resale, use, integration, or placing on the market of which would result in the buyer being held liable—in their capacity as a manufacturer, distributor, or other obligated party under the German Electrical and Electronic Equipment Act (ElektroG)—due to a lack of, or an error in, registration, labeling, provision of information, take-back, disposal, or any other unfulfilled obligation.

16.7 The seller shall, without being requested to do so, provide the buyer with all documents, evidence, declarations of conformity, certificates, test reports, technical documentation, as well as operating, maintenance, and disposal instructions—in their entirety and in a timely manner—that are required for the placing on the market, making available, installation, use, transfer, documentation, take-back, and disposal of the product.

16.8 The seller shall promptly inform the buyer in writing of any change, suspension, revocation, or other limitation regarding its registration, its WEEE registration number, its authorization, its take-back solution, or any other circumstances that could impair the marketability or the compliance of the supplied products with the German Electrical and Electronic Equipment Act (ElektroG).

16.9 In the event that the buyer is held liable due to a breach—attributable to the seller—of the aforementioned obligations or other obligations related to the German Electrical and Electronic Equipment Act (ElektroG), the seller shall indemnify the buyer against all claims, fines, damages, costs, expenses, and other disadvantages. This applies, in particular, to disadvantages arising from a failure to register the supplied equipment, or from late, incorrect, or inadequate registration thereof. Such indemnification also covers reasonable costs incurred for the pursuit or defense of legal claims. Statutory and contractual obligations of the seller regarding the take-back and disposal of equipment, as well as the bearing of associated costs, remain unaffected.

16.10 Insofar as the services provided involve batteries, accumulators, button cells, portable batteries, industrial batteries, automotive batteries, or products containing built-in batteries, the seller guarantees compliance with all applicable legal requirements concerning batteries and waste—specifically those relating to labeling, conformity, information provision, take-back, registration, due diligence, substance restrictions, recycling, and disposal. Any required documentation, declarations of conformity, safety information, and disposal instructions must be provided to the buyer proactively and in a timely manner.

16.11 In the event that the buyer is held liable due to a breach of obligations—for which the seller is responsible—regarding batteries or other requirements under waste management legislation, the seller shall indemnify the buyer against all claims, fines, damages, costs, and expenses, including reasonable legal costs incurred in pursuing or defending against such claims.

17. Customs, origin, export control, sanctions, and CBAM

17.1 The seller shall provide the buyer, in a timely manner, with all information, documents, and evidence—complete and accurate—required for customs clearance, preferential origin, non-preferential origin, import, export, re-export, sanctions, embargoes, dual-use assessments, and other requirements under foreign trade law.

17.2 The seller shall, without being prompted, provide the buyer with a valid supplier's declaration or long-term supplier's declaration—both prior to the initial delivery and subsequently before the expiration of the respective declaration's validity—provided that the requirements for such a declaration are met or the buyer requests it. Any changes to the origin of the goods, the customs tariff number, the preferential status, or other customs-relevant information must be communicated to the buyer in writing without delay.

17.3 The seller shall promptly inform the buyer in writing of any export restrictions, licensing requirements, dual-use list classifications, status as defense-related goods, applicability of U.S. re-export controls (including ECCN, ITAR, or EAR), risks related to sanctions or embargoes, or any other restrictions that may affect the manufacture, delivery, import, export, transfer, use, or resale of the goods or services.

17.4 Insofar as goods, services, or input materials are subject to the Carbon Border Adjustment Mechanism (CBAM) or comparable carbon border adjustment, emissions reporting, or climate protection obligations, the seller shall provide the buyer—in a timely, complete, and verifiable manner—with all information and documentation required by the buyer to fulfill their own obligations. This includes, in particular, commodity codes, countries of origin, production sites, direct and indirect embedded emissions, calculation methodologies, evidence regarding carbon pricing, supply quantities, time periods, and other CBAM-relevant data.

17.5 If the seller fails to fulfill their obligations under this section in a timely or complete manner, the buyer shall not be held responsible for any resulting delays in processing, acceptance, customs clearance, delivery, onward transfer, or payment. The seller shall indemnify the buyer against all claims, damages, fines, levies, costs, and other disadvantages arising from any breach of these obligations for which the seller is responsible.

18. Supply chain, compliance, minimum wage, and sustainability

18.1 The seller undertakes to comply with all applicable laws, regulations, and official requirements—in particular those relating to human rights, labor law, the environment, foreign trade, data protection, antitrust law, taxation, anti-money laundering, and the prevention of corruption—as well as the principles of responsible corporate governance.

18.2 The seller undertakes to refrain from child labor, forced labor, human trafficking, discrimination, violations of freedom of association, breaches of minimum wage and working hour regulations, unsafe working conditions, bribery, corruption, extortion, money laundering, terrorist financing, anti-competitive agreements, and serious environmental violations, and to take appropriate measures to prevent such practices within its supply chain.

18.3 To the extent that the German Supply Chain Due Diligence Act (LkSG), customer requirements, or comparable national or European due diligence obligations are directly or indirectly relevant to the buyer or the seller, the seller shall support the buyer in fulfilling the resulting obligations—including those related to risk analysis, prevention, remediation, documentation, reporting, and grievance mechanisms. For this purpose, the seller shall, upon request, provide relevant information, evidence, and declarations, and shall cooperate in appropriate audits, as well as in corrective and remedial measures.

18.4 The seller shall, to an appropriate extent, obligate its employees, subcontractors, upstream suppliers, and any other third parties engaged in the provision of services to comply with the obligations set forth in this section. Should the seller become aware of any actual or suspected violations, it must notify the buyer in writing without delay and immediately initiate appropriate remedial and preventive measures.

18.5 The buyer is entitled to verify compliance with the obligations set forth in this section, either personally or through third parties appointed for this purpose, following reasonable prior notice. The seller shall cooperate in this process, provide the necessary documentation, and promptly remedy any identified deficiencies at its own expense. The seller shall indemnify the buyer against any claims, damages, fines, costs, and expenses arising from a breach of these obligations for which the seller is responsible.

19. Data protection, data security, cybersecurity, software, and AI

19.1 The seller must comply with all applicable data protection regulations, in particular the General Data Protection Regulation (GDPR). Insofar as the seller processes personal data on behalf of the buyer or gains access to such data, a separate data processing agreement—or any other data protection agreement required by law—must be concluded before the processing begins.

19.2 Insofar as the services include or involve software, firmware, control systems, networked components, remote maintenance, cloud services, data processing, digital interfaces, or AI components, the seller guarantees the implementation of appropriate technical and organizational measures to ensure confidentiality, integrity, availability, and resilience. The seller shall take into account security principles such as „security by design“ and „security by default,“ and shall comply with all applicable legal requirements—particularly those concerning cybersecurity, data protection, product safety, data access, and artificial intelligence.

19.3 The seller shall inform the buyer without undue delay—and no later than twenty-four (24) hours after becoming aware—of any security incidents, vulnerabilities, compromised access credentials, unauthorized access, or other events that could actually or potentially affect the buyer’s systems, data, business processes, products, facilities, or customers. At its own expense, the seller shall take all reasonable measures to contain, investigate, remediate, and prevent further damage, and shall provide comprehensive support to the buyer.

19.4 Upon request, the seller shall provide the buyer with an appropriate Software Bill of Materials (SBOM), security documentation, update and patch information, open-source notices, license documentation, interface descriptions, access information, as well as information regarding AI components—including their functionality, underlying data, risks, and limitations—to the extent necessary for operation, maintenance, security, compliance, or customer requirements.

19.5 Upon termination of the contract or at the request of the buyer, the seller must securely and verifiably delete the buyer’s data, backup copies, and metadata, or return them in an agreed-upon format, unless mandatory statutory retention obligations prevent this. Any further processing, storage, or use is prohibited.

19.6 The seller shall impose corresponding obligations on its subcontractors and shall rectify any identified safety defects immediately at its own expense. Further rights of the buyer—including, in particular, claims relating to defects, damages, rescission, termination, and indemnification—remain unaffected.

20. Intellectual property rights, usage rights, and work results

20.1 The seller warrants that the services—as well as their use, integration, processing, transfer, production, modification, import,

export, or resale in accordance with the contract—do not infringe upon the rights of any third party, including, in particular, patents, trademarks, designs, utility models, copyrights, database rights, know-how, trade secrets, or any other proprietary rights.

20.2 The seller shall indemnify the buyer against all claims by third parties asserted on the grounds of an actual or alleged infringement of intellectual property rights in connection with the services or their use in accordance with the contract, insofar as the seller is responsible for the infringement or it falls within the seller's sphere of responsibility. This indemnification also covers reasonable costs for legal pursuit and defense.

20.3 To the extent that work results, drawings, plans, calculations, documentation, software, configurations, data models, interfaces, visualizations, control programs, source code, scripts, designs, concepts, or other works are created in the course of providing services to the buyer, the seller grants the buyer the usage rights necessary for the use contemplated and foreseeable under the contract. In the case of work results created specifically for the buyer, the buyer shall receive exclusive, transferable, and sublicensable usage rights—unrestricted in terms of time, geography, and scope—to the extent permitted by law.

20.4 To the extent that source code, configuration files, access credentials, interface descriptions, or technical documentation are required for operation, maintenance, customization, troubleshooting, security, or further development, the seller shall, upon request, provide these to the buyer in an appropriate format, provided that there are no legitimate confidentiality interests on the part of the seller that would preclude this and that such items are necessary for the purpose of the contract.

21. Insurance

21.1 Throughout the entire term of the contract and for the duration of any potential residual liability risks, the seller shall maintain—to an appropriate extent—commercial general liability, product liability, and, where applicable, environmental liability, installation liability, cyber liability, or any other necessary insurance coverage. The minimum coverage amount for commercial general and product liability shall be ten (10) million euros, applicable on a blanket basis per occurrence for bodily injury, property damage, and consequential financial loss, unless otherwise agreed in an individual case.

21.2 Upon request, the seller shall promptly provide the buyer with suitable proof of insurance. The buyer is entitled to withhold due payments until the requested proof of insurance has been received. The existence of insurance does not limit the seller's liability.

21.3 Insofar as the seller engages carriers, installers, subcontractors, or other third parties, the seller must ensure that these parties also possess appropriate insurance coverage.

22. Right of retention, set-off, assignment, and termination of contract

22.1 The seller‘s right of retention due to any claims is excluded unless the right of retention is based on the same contractual relationship and the claim is undisputed or legally established.

22.2 The seller may only offset its claims against those of the buyer if the counter-claim is undisputed or has been established by a final, non-appealable judgment. The buyer is entitled to offset counter-claims arising from the same or other contractual relationships within the scope of an ongoing business relationship, or to exercise rights of retention, to the extent permitted by law.

22.3 The seller is not entitled to transfer any rights or obligations arising from the contract, in whole or in part, to third parties without the prior written consent of the buyer. A transfer by the buyer to affiliated companies or legal successors does not require the seller's consent.

22.4 If the seller ceases making payments, a provisional insolvency administrator is appointed, insolvency proceedings are applied for or opened with respect to the seller's assets, bills of exchange or checks are protested, a material deterioration in the seller's financial position is imminent, or the seller breaches material contractual obligations, the buyer shall be entitled to withdraw from the contract or to terminate the contract—in whole or in part—for good cause with immediate effect. Any further rights shall remain unaffected.

23. Severability clause

23.1 If individual provisions of these terms and conditions or other parts of the contract are or become invalid or unenforceable, the effectiveness of the remaining provisions remains unaffected. The contractual partners undertake to replace invalid or unenforceable provisions with effective and enforceable provisions that come as close as possible to the economic purpose of the invalid provision, to the extent this is legally permissible.

24. Place of performance, place of jurisdiction, and applicable law

24.1 The place of performance for delivery, services, and subsequent performance shall be the destination or place of performance specified in the order. If no destination is specified, the place of performance shall be the buyer's registered place of business.

24.2 If the seller is a merchant (*Kaufmann*) within the meaning of the German Commercial Code (*Handelsgesetzbuch*), a legal entity under public law, a special fund under public law, or a business entity (*Unternehmer*) within the meaning of Section 14 of the German Civil Code (*BGB*), the exclusive place of jurisdiction—including for international matters—for all claims arising from or in connection with the contractual relationship shall be the local or regional court (*Amtsgericht* or *Landgericht*) having jurisdiction over the buyer's place of business. However, the buyer is also entitled to bring an action at the place of performance for the delivery or service obligation or at the seller's general place of jurisdiction. Mandatory statutory provisions, particularly those concerning exclusive jurisdiction, remain unaffected.

24.3 German law shall apply exclusively, to the exclusion of uniform international law—in particular the United Nations Convention on Contracts for the International Sale of Goods (CISG)—and to the exclusion of conflict-of-law rules that would otherwise lead to the application of a different legal system.