General Terms and Conditions of Purchase for Goods and Services (Indirect Procurement)

(Version: 5th May 2025)

1. Conclusion of contract

1.1 The following General Terms and Conditions of Purchase apply to all orders, commissions and agreements (hereinafter collectively referred to as "Orders") of **PXA GmbH** in the area of indirect procurement. Your terms and conditions shall only apply if we agree to them in writing.

1.2 We are authorised to amend these General Terms and Conditions of Purchase. Amendments shall become effective from the date of their validity if you do not object to the amendment within a period of 6 weeks after our written notification. We will expressly draw your attention to this consequence when notifying you of the amendment.

1.3 Future verbal ancillary agreements must be made in writing to be effective, unless they are based on an individual contractual agreement. This also applies to the amendment or cancellation of this written form clause.

2. Prices, delivery, packaging

2.1 The prices quoted are net prices excluding the applicable statutory VAT. Delivery is free of charge, including packaging, to the delivery address specified by us. Any necessary export and import licences, all necessary customs formalities and other official permits are to be arranged or procured by you at your own expense. If no free delivery has been agreed separately, the most favourable transport route for us shall be selected.

2.2 Only written orders are binding; changes and additions to these orders must be made in writing. An order number supplied by us and the order date must be stated on the delivery note, the invoice and all other documents. Orders must be confirmed in writing. For each subsequent delivery, a delivery note must be sent to us with the details of our order, stating the transport company. If we do not receive the written order confirmation within 14 days of the order date, we are entitled to cancel the order without you being entitled to any claims for damages.

2.3 Each delivery must be accompanied by delivery notes in accordance with section 2.2.

2.4 The goods are to be packed in such a way that transport damage is avoided. Packaging materials are only to be used to the extent necessary to fulfil this purpose. Only environmentally friendly, recyclable packaging materials may be used. If reusable packaging is used, we are only obliged to return it to you if you bear the costs of the return.

3. Payment

Our payment shall be made within 30 days net or within 14 days with a 3% discount after receipt of the complete goods in accordance with the contract and receipt of a corresponding verifiable invoice. The payment period shall not commence before the agreed delivery date and, if acceptance is to take place, not before acceptance has taken place.

4. Delivery dates, delay in delivery

4.1 The delivery time starts from the day of the order. As soon as you can assume that you will not be able to deliver on time in whole or in part, you must inform us immediately, stating the reasons and the expected duration of the delay. Partial deliveries are only permitted if we agree to them in writing.

4.2 In the event of a delay in delivery, we shall be entitled to the statutory claims, in particular claims for damages due to the delay in delivery. The same applies to services.

4.3 The risk shall pass to us when the delivery has been duly handed over to us at the place of delivery specified by us.

5. Warranty („Gewährleistung“) and liability

5.1 You warrant that the delivery item is free of defects when handed over to us, corresponds to the agreed quality at the place of delivery and complies with the relevant laws, safety and accident prevention regulations and the usual technical standards (e.g. DIN, VDE, VDI) at the place of delivery. The warranty also extends to parts manufactured by subcontractors.

5.2 In the event of defects, we are entitled to the statutory warranty rights. The warranty period shall recommence for replaced parts. The regulation of § 634 No. 2 BGB (German Civil Code) remains unaffected. Acceptance and payment of the goods by us does not mean that we recognise them as free of defects.

5.3 The statutory warranty periods shall apply.

5.4 You are liable for ensuring that the use of the delivered goods does not infringe any industrial property rights, copyrights and related property rights, corresponding property right applications as well as business and trade secrets of third parties that exist for your home country and for all European countries.

5.5 If authorised representatives and/or vicarious agents of yours work at our site or at one of our customers, you must instruct them to observe the accident prevention regulations and the VDI regulations as well as our existing operating instructions. You shall be liable for all damage that you or your authorised representatives cause intentionally or negligently at our plant or at our customers' premises, unless you can exculpate yourself in the cases of § 831 BGB in accordance with § 831 para. 1 sentence 2 BGB.

5.6 Upon request, you must provide evidence of the existence of sufficient liability insurance for damages within the meaning of section 5.5.

5.7 Our liability for damages - irrespective of the legal grounds - including claims arising from fault in conclusion of a contract (culpa in contrahendo, „Verschulden bei Vertragsschluss"), breach of duties pursuant to § 280 BGB (Schadensersatz wegen Pflichtverletzung) and tort, is excluded in the event of slight negligence on our part or that of our vicarious agents. This exclusion of liability shall not apply in the event of injury to life, limb or health. It also does not apply in the event of initial inability („anfängliches Unvermögen"), impossibility for which we are responsible („zu vertretende Unmöglichkeit") or culpable breach of a material contractual obligation (i.e. an obligation whose fulfilment is essential for the proper performance of the contract and on whose compliance you may regularly rely). In the event of initial inability, impossibility for which we are responsible and culpable breach of a material contractual obligation, our liability shall be limited to the foreseeable damage typical of the contract.

6. **Working drawings, samples, confidentiality**

6.1 The preparation of drafts, plans and cost estimates is free of charge for us. Before the start of production, working drawings must be made available to us for approval. Approval by us does not release you from your full responsibility for the technical correctness and feasibility. The definitive implementation plans, maintenance and operating instructions as well as spare parts lists for proper maintenance of the delivery must be handed over to us during the installation period.

6.2 Samples, models, tools, materials provided, drawings, other documents and items which we make available to you or which you produce according to our specifications are to be treated confidentially and remain our property. They may only be used by you for purposes that serve the fulfilment of the contract concluded with us. In particular, they may not be handed over or otherwise made accessible to unauthorised third parties. Their reproduction is only permitted within the scope of operational requirements and copyright regulations.

6.3 You must insure the samples and similar items specified in section 6.2 adequately against loss and damage.

6.4 You must treat the order, commissions, agreements and your deliveries and work as business secrets.

6.5 Both contracting parties may only advertise the business relationship, in particular with the company, company components and/or company logo, with the prior written consent of the other contracting party.

7. **Final provisions**

7.1 Rights and obligations arising from the order are only transferable with our prior written consent. You are not authorised to assign your claims against us to third parties without our prior written consent.

7.2 German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction is Mannheim.