

1. Conclusion of contract

1.1 These purchasing conditions apply to all current and future purchases and orders of goods, deliveries and other services of any kind by companies belonging to the Witte Technology GmbH (henceforth referred to as Witte).

1.2 Once the purchasing conditions for a delivery to Witte have been agreed, they also apply to all future orders by companies belonging to the company.

1.3 Supplier conditions shall only apply if the validity thereof has been expressly accepted in writing or in text form by Witte.

1.4 If the supplier does not accept an order within two weeks of receipt or confirm it whether in writing or text form, Witte is entitled to cancel the order without the supplier having the right to claim compensation.

1.5 If the supplier fails to make its payments or insolvency proceedings are started against its assets, Witte can withdraw from the unfulfilled part of the contract irrespective of other rights.

2. Orders

2.1 Verbal orders do not become effective until they have been confirmed by us in writing or in text form (order). Orders are not effective without a signature on the form with an appropriate remark.

2.2 Witte is entitled to request changes and additions to the order at any time. The supplier is obliged to suggest changes to Witte that it considers to be necessary or purposeful for successfully fulfilling the contract. The supplier must notify Witte of cost increases or reductions or missed deadlines caused by changes and provide an appropriate supplementary quotation.

2.3 The supplier must treat the order as confidential. The supplier is liable for damage caused to Witte by failing to adhere to this obligation.

2.4 If a written framework agreement with regard to certain objects in the delivery is made with the supplier, an order confirmation shall be dispensed with when ordering or calling up these delivery objects. Individual orders within the framework agreement shall become effective if the supplier does not object within 5 working days of receipt in writing or in text form. An order confirmation that deviates from the order shall only become effective if we confirm it in writing or in text form. Call-ups in accordance with agreed delivery plan arrangements do not require confirmation.

3. Delivery dates and deadlines, delays and Acts of God

3.1 Partial deliveries and deliveries before the agreed deadline are only permitted with the agreement of Witte in written or text form.

3.2 If a delivery date is exceeded and the supplier is at fault, the supplier shall be considered to have defaulted without the need for a reminder. The supplier must notify Witte immediately in writing or in text form as soon as it becomes evident that the agreed interim or final deadlines cannot be adhered to. The legal rights of Witte shall not be affected by this notification.

3.3 Production interruptions caused by unavoidable events (Acts of God, e.g. labour disputes) entitle us to withdraw from orders; the point in time of delivery or payment shall also be extended for the duration of the delay for all acceptance impediments for which we are not responsible.

3.4 The supplier must specify the order number in all correspondence or electronic documents which relate to an order. All delivery papers must be properly marked with the information which we have prescribed, particularly with the order number, the order items, the commission number, the plan number, dimensions and the quantity and weight of each item. Costs arising because of failure to follow our delivery regulations shall be borne by the supplier. The values determined during our received goods checking shall be decisive with regard to the quantities, weights and dimensions unless other proof can be provided.

3.5 The deliveries shall be shipped in appropriate delivery packaging, taking the general regulations concerning transportation and freight into consideration. We do not bear the cost of transport insurance and packaging. If the supplier is obliged to take back the used packaging in accordance with the packaging ordinance, he shall bear the cost of return transport and recycling.

4. Price

4.1 The agreed prices are always fixed prices, and apply free from the specified delivery address, including packaging and transport.

4.2 If we request a change to the delivery item, the supplier must send us immediate notification and verification of any cost increases or reductions and the effect on deadlines in writing or in text form.

5. Impact of Corona Pandemic

Currently, due to the corona pandemic, national borders are closed, constituting a force majeure. Due to the associated waiting times, our agreed delivery times can be delayed by several weeks. We ask you to consider this shift in our usual delivery times when planning the production of your delivery.

6. Invoicing and payment

6.1 The invoice must be submitted to Witte after complete delivery/payment as a single copy or an electronic document in accordance with section 14 para. 1 clause 7,8 of the UStG, specifying the order number of the subject of the delivery/service and the other information required in accordance with section 14 para. 4 of the UStG. Correct invoicing is a prerequisite for entitlement to payment. In the case of construction contracts and contracts based on the VOB/B (German Regulations for the Awarding and Contracting of Construction Works, Berlin) the proper issuance of invoices is a prerequisite for the creation of a claim for remuneration. In the case of construction contracts and contracts based on the VOB/B (German Regulations for the Awarding and Contracting of Construction Works, Berlin) the proper issuance of invoices is a prerequisite for the creation of a claim for remuneration.

6.2 Payment shall be made after receipt of the invoice in accordance with section 5.1 within 15 working days, minus an early payment discount of 3 % or net within 30 days, unless otherwise agreed. The early payment discount is calculated from the final invoice amount.

6.3 Payments do not constitute acceptance of the correctness of the deliveries/services. If Witte makes payment before the transfer of risk, the assignment, not the acceptance, is considered to be agreed, unless Witte has requested and received a security to the value of the payment.

7. Packaging and transport

7.1 Packaging and transport shall only be paid if the payment thereof has been expressly agreed. If pricing "excluding packaging" or "excluding transport" has been agreed, only proven costs shall be reimbursed. Packaging materials and transport shall be determined by the supplier at his duty-bound discretion.

7.2 Empties and packaging which is not marked on the delivery notes become the property of Witte.

7.3 If the goods delivered by the supplier are needed for export, the supplier is obliged to submit a written declaration of the origin of the delivery item under customs law using a specified form. This declaration must be sent to the customer no later than with the first delivery.

7.4 The Witte order number must be specified on the dispatch notes, consignment notes, labels and delivery notes in each individual case; otherwise Witte has the right to allow the shipment to be returned "freight collect".

7.5 If it is temporarily impossible for Witte to accept the delivery or accept the work for reasons for which it is not responsible, the supplier shall store the delivery beyond the agreed delivery date free of charge and at his risk, provided that Witte notifies the supplier in good time of the reason and the probable duration of such an impediment.

8. Transfer of risk, transport damage

8.1 The risk for goods deliveries is transferred to Witte when an authorised Witte representative has acknowledged receipt thereof. For goods deliveries with installation or other additional work, the risk is transferred after problem-free commissioning or defect-free acceptance by the end customer at the earliest.

8.2 Pursuant to the ADSp (Allgemeinen Deutschen Spediteurbedingungen – German Freight Forwarding Terms and Conditions) we declare

ourself to be a prohibition or waiver customer. We will therefore not take out damage insurance in our favour.

8.3 The supplier must notify Witte immediately if transport damage has occurred. The supplier must also do everything necessary for proper damage regulation to take place immediately.

9. Right to retain ownership, third party rights

Delivery in accordance with the contractual terms and conditions requires the transfer of ownership to be offered under the condition that the invoice is paid under the terms of the contract and ownership is transferred accordingly at the latest. The supplier shall assure that the goods which he has delivered is free from third party rights no later than when the invoice which has been issued for these goods has been paid in accordance with regulations.

10. Guarantee

10.1 Delivery in accordance with the terms and conditions of the contract requires that the services comply with the respective applicable rules of technology, the safety regulation of the authorities and professional associations and the requirements of the EC Machinery Directive. Conformity declarations, CE symbols and the supplier declaration are part of the scope of delivery. Subject to longer legal deadlines, warranty claims shall lapse two years after acceptance at the earliest. If the service provided by the supplier is a constituent of a service to be provided to the end customer by Witte, the warranty period starts with the acceptance of the Witte service by the end customer.

10.2 In urgent cases, e.g. Risk of delay or threat of excessive damage, Witte or its client can remedy the defect itself without requesting or setting a deadline. The same applies if the supplier delivers late.

10.3 If the supplier does not remedy the defect completely within the appropriate deadline set by Witte, Witte is entitled to withdraw from the contract without giving prior notice and demand compensation instead of the service.

10.4 Section 442 para. 1 of the BGB is excluded.

10.5 We are entitled to inspect the delivery objects in accordance with recognised random sampling procedures in the orderly course of business. The supplier shall waive the lodging of delayed notices of defects if notification of the defects that were discovered in the procedure that has been mentioned or non-discovered defects is not provided immediately after discovery.

11. Quality assurance

11.1 The supplier must maintain a recognised quality management system in accordance with ISO 9001 ff. or the equivalent and must provide Witte with proof thereof upon request. Witte is entitled to have the quality assurance system checked by itself or commissioned third parties after providing notification.

11.2 By request of Witte, the supplier has to produce factory test certificates, initial samples and approvals, e.g. in accordance with PPAP or VDA.

11.3 Before modifying manufacturing procedures, materials or supplied parts for the delivery objects, relocating manufacturing locations or changing procedures or equipment for testing the delivery objects or other measures, which could affect the quality and/or security of the delivery objects, the supplier must notify us in good time before delivery. Changes to the defined specifications may not be made without our agreement.

11.4 All changes to the delivery objects and product-related changes to the process chain must be documented in a product resume. Among other things, drawing changes, deviation permissions, procedural changes, changes to test methods and testing frequency, changes of supplier, supplied parts and operating materials must be documented here. The product resume documentation must be shown to us on request.

12. Product liability, product recall

12.1 If we receive product liability claims from a customer or third party, the supplier is obliged to release us from such claims, provided that the damage has been caused by a fault in his delivery object. In these cases,

the supplier shall bear all costs and expenditure, including the cost of the legal proceedings.

12.2 If a security-related error in the delivery objects makes a recall necessary or this is ordered by the authorities, the supplier shall also bear all costs and expenditure for the recall action for the delivery object that triggered this measure. If possible and reasonable, we will coordinate the content and scope of such a recall with the supplier.

We are particularly entitled to act on our own in the interest of the supplier if his business operation is not capable of carrying out the recall action (e.g. due to lack of service organisation). The legal regulations also apply.

13. Substances in production

13.1 The supplier assures that he adheres to applicable version of the requirements of the EU chemical directive REACH (directive (EC) No. 1907/2006 of 30.12.2006, referred to in the following as the REACH directive), and the substances have been registered. We are not obliged to obtain a permit for a product delivered by the supplier within the scope of the REACH directive.

The supplier also assures that no products will be delivered that contain substances in accordance with:

I Annex 1 to 9 of the applicable version of the REACH directive

I council decision 2006/507/EC (applicable version of the Stockholm agreement concerning persistent organic pollutants

I the applicable version of EU directive 1005/2009 concerning substances destroying the ozone layer

I the applicable version of the Global Automotive Declarable Substance List (GADSL) (at www.gadsl.org),

I RoHS (2002/95/EC) for products in accordance with their application area.

13.2 If the delivered goods contain substances which are listed in the "Candidate List of Substances of very High Concern" ("SVHC List") in accordance with REACH, the supplier is obliged to provide notification of this without delay. This also applies to deliveries that are in progress if substances that were not previously included in this list are added.

The current list can be inspected at: http://echa.europa.eu/chem_data/authorisation_process/candidate_list_table_en.asp.

Also, the products must not contain any asbestos, biocides or radioactive material.

13.3 If these substances are contained within a the products that are delivered to us, we must be notified thereof in writing before delivery, specifying the substance and the identification number (e.g. CAS) and an up-to-date safety data sheet for the product to be delivered. The delivery of these products requires separate approval from us.

13.4 The supplier is obliged to release us of all liability in connection with the non-compliance with the above-mentioned directives by the supplier or compensate us for damage that occurs due to the non-compliance with the directive by the supplier or is associated with it.

14. Protection rights

The supplier shall be responsible for the infringement of third party protection rights by his delivery. If we receive claims from third parties because of such an infringement, the supplier is obliged to release us from all claims, and cover all costs and expenditure associated with the claim.

15. Right to documents, models etc.

15.1 Documents, data, IT information, software, materials, type-related tools or devices and objects (e.g. samples, models, referred to in the following as "materials") that we make available to the supplier in order to carry out an order remains our property and must be handled carefully by the supplier, looked after and insured if we request it. All rights to these belong to us, with the exception of the order-related co-usage rights. The material may not be used for anything other than the order-related purposes, duplicated or made available to third parties without our written permission. Products which are manufactured with the aid of

Purchasing conditions



the material in accordance with our specifications or with our involvement during development may only be delivered to third parties with our written permission.

15.2 If the supplier acquires such material from us or from third parties specially for the purposes of carrying out our order, with the stipulation that we finance the investment and/or an option exists in accordance with which we can or must purchase the material no later than after the performance of the order, the regulations in section 14.1 clauses 3 and 4 apply accordingly. The same also applies if the material in the supplier's possession in which material or in which products to be manufactured with the aid of the material but contains or embodies our know-how.

16. Data protection

The supplier is in agreement that we can store the supplier data that is required within the scope of the business relationship and the contract which are agreed with him using IT and only for our own purposes within our concern-bound company.

17. Applicable law

German law shall apply, with the exclusion of the collision law and Den Haag uniform purchasing laws, the UN agreement concerning contract via international goods purchasing and other conventions.

18. Place of jurisdiction and fulfilment

The place of jurisdiction and fulfilment is the headquarters of our company that places the order.

Status: 03/2022