

- Druck- und Kokillenguss aus Kupfer und Kupferlegierungen
- Die casting of copper and copper alloys



## General Terms and Conditions of Purchase

### § 1 General – Scope of Application

1. Our terms and conditions of purchase apply exclusively; we do not acknowledge any conflicting or deviating conditions of the supplier, unless we have expressly agreed in writing to their validity. Our terms and conditions of purchase also apply even if we accept the supplier's delivery without reservation, being aware of conflicting or deviating conditions. They also apply to all future business relationships, even if they are not expressly agreed upon again.
2. All agreements made between us and the supplier for the purpose of executing this contract must be documented in writing in this contract.
3. Our terms and conditions of purchase apply exclusively to entrepreneurs.

### § 2 Offer – Offer Documents

1. The supplier is obliged to accept our order within a period of two weeks.
2. We retain ownership and copyright of illustrations, drawings, calculations, and other documents; they may not be made accessible to third parties without our explicit written consent. They are to be used exclusively for manufacturing based on our order; after the order has been completed, they must be returned to us without being requested. They must be kept confidential from third parties, and the provisions of § 9 para. 4 apply additionally.

### § 3 Prices – Payment Terms

1. The price stated in the order is binding. Unless otherwise agreed in writing, the price includes delivery "free of charge to the destination," including packaging. The return of empty containers and packaging material, unless they are single-use packaging, will be at the supplier's expense and must be sent back freight collect.
2. The prices are excluding the applicable statutory VAT.
3. We can only process invoices if they are sent separately from the delivery of goods and include the order number specified in our order. The supplier is responsible for any consequences arising from non-compliance with this requirement, unless the supplier can prove that they are not at fault.
4. Unless otherwise agreed in writing, we will pay the purchase price on the 15th day of the month following the delivery with a 3% discount or within 90 days after receipt of the invoice, net.
5. We are entitled to the statutory rights of offset and retention in full. We have the right to assign any claims arising from the purchase contract without the supplier's consent. The supplier is not entitled to assign claims from the contractual relationship to third parties without our prior written consent.

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#### § 4 Delivery / Delivery Time

1. Der Lieferant hat die Leistung selbst zu erbringen. Unteraufträge darf der Lieferant nur mit unserer ausdrücklichen schriftlichen Zustimmung vergeben.
2. The deliveries must comply with the execution, scope, and division of the order.
3. We are entitled to request changes to the design, delivery, and delivery time of orders that have not yet been fully fulfilled, provided that we have a justifiable interest in the change, the supplier is technically capable of making the change, and the requested change is reasonable for the supplier.
4. Agreed delivery dates are binding; the supplier guarantees the possibility of on-time delivery.
5. In the event of a delay in delivery, we are entitled to the statutory claims. In particular, we have the right to demand compensation for delay in addition to performance or compensation for non-performance instead of performance after the unsuccessful expiration of a reasonable period, or to withdraw from the contract. If we demand compensation, the supplier has the right to prove that they are not responsible for the breach of duty.
6. Additional freight costs for expedited and express shipments resulting from the failure to meet the agreed delivery deadline shall be borne by the supplier.
7. The supplier is obliged to inform us immediately if circumstances arise or become apparent to them that indicate the agreed delivery time cannot be met.

#### § 5 Transfer of Risk – Documents

1. The delivery must be made "free of charge to the destination" unless otherwise agreed in writing. The risk passes to us once the delivery has been properly handed over and accepted.
2. The supplier is obliged to state our order number exactly on all shipping documents and delivery notes; if they fail to do so, any delays in processing are not our responsibility.

#### § 6 Quality, Environmental Protection, Energy Efficiency

1. In addition to our high quality standards, environmental protection is an integral part of our company's quality policy. Therefore, Breuckmann GmbH & Co. KG operates a quality management system according to DIN EN ISO 9001, an environmental management system according to DIN EN ISO 14001, and an energy management system according to DIN EN ISO 50001.
2. We maintain an environmental management system according to DIN EN ISO 14001 to ensure the sustainable environmental compatibility of both our operational products and processes, as well as the behaviors of our employees.
3. Furthermore, we operate an energy management system according to ISO 50001 with the goal of continuously improving our energy efficiency. As part of our fundamental principles, we are committed to producing in an environmentally friendly manner and reducing our energy consumption.

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- Our suppliers and service providers are encouraged to actively support us in achieving these goals as part of their activities. Therefore, in addition to price and cost-effectiveness, the environmental compatibility and energy efficiency of products and services are also essential criteria for purchasing decisions. We reserve the right to verify this with our contractors during quality audits, following prior coordination.
- Compliance with our code of conduct is a fundamental basis for all contractual relationships between us and all suppliers and other business partners. Non-compliance may result in the termination of the business relationship.
- The supplier commits to complying with the relevant legal regulations regarding employee treatment, environmental protection, and occupational safety, and to working towards reducing the negative impact on people and the environment in their activities. In particular, the energy efficiency of the offered products, facilities, and services is a decisive factor in our awarding of contracts, alongside economic considerations. To adequately address environmental protection and, in particular, energy efficiency aspects, the following requirements must be taken into account:
  - Energy consumption labeling ("EU Label," Directive 2010/30/EU of the European Parliament and the Council of May 19, 2010, on the indication of energy and other resources consumption by energy-related products using uniform labels and product information),
  - The Blue Angel environmental label,
  - The EU Ecolabel (Regulation (EC) No. 66/2010 of the European Parliament and the Council of November 25, 2009, on the EU Ecolabel),
  - Energy Star (Regulation (EC) No. 106/2008 of the European Parliament and the Council of January 15, 2008, on a common labeling program for energy-saving office equipment, and Regulation (EC) No. 174/2013 of the European Parliament and the Council of February 5, 2013, amending Regulation (EC) No. 106/2008 on a common labeling program for energy-saving office equipment),
  - Comparable energy and environmental labels, as well as the implementing measures under the ErP Directive (Directive 2009/125/EC of the European Parliament and the Council of October 21, 2009, establishing a framework for setting requirements for the environmentally sound design of energy-related products, as amended by Directive 2012/27/EU of the European Parliament and the Council of October 25, 2012).
- In the event that a supplier repeatedly and/or unlawfully behaves despite a corresponding warning and fails to demonstrate that the legal violation has been remedied as much as possible and that appropriate measures have been taken to prevent future violations, Breuckmann GmbH & Co. KG reserves the right to withdraw from existing contracts or terminate them without notice.
- The supplier also guarantees that its goods and services possess the characteristics, quality, and properties specified in the order and comply with the specifications, drawings, samples, and other descriptions provided by us.

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9. The supplier is required to conduct quality control that is appropriate in nature and scope, in accordance with the latest state of the art.
10. If prototype or sample selection is required, the supplier may only begin serial production once our explicit written approval has been obtained.
11. We expect the supplier to continuously align the quality of the products delivered to us with the latest state of the art and to inform us of potential improvements and technical changes. However, any changes to the delivery item require our prior written consent.
12. Der Lieferant garantiert und gewährleistet die Erfüllung aller gesetzlichen Sicherheits- und Umweltvorschriften der Bundesrepublik Deutschland.

#### **§ 7 Defect Investigation – Liability for Defects**

1. We are obliged to inspect the goods within a reasonable period for any noticeable quality and quantity deviations; the complaint is timely if it is submitted to the supplier within 10 working days from the receipt of goods or, in the case of hidden defects, from the discovery of the defect.
2. We are entitled to the statutory claims for defects in full; in any case, we have the right to request either the rectification of the defect or the delivery of a new item from the supplier, at our discretion. The right to claim damages, especially the right to demand damages instead of performance, is expressly reserved.
3. We are entitled to rectify the defect ourselves at the supplier's expense if there is an imminent danger or special urgency.
4. The statute of limitations is 36 months, starting from the transfer of risk.

#### **§ 8 Product Liability – Indemnity – Liability Insurance Coverage**

1. Insofar as the supplier is responsible for a product defect, they are obligated to indemnify us from third-party claims for damages upon first request, provided that the cause lies within their area of control and organization and they are liable in the external relationship.
2. As part of its liability for damages under paragraph 1, the supplier is also obligated to reimburse any expenses in accordance with §§ 683, 670 of the German Civil Code (BGB), as well as §§ 830, 840, 426 BGB, that arise from or in connection with a recall action carried out by us. We will inform the supplier of the content and scope of the recall measures to be carried out, to the extent possible and reasonable, and provide them with an opportunity to comment. Other statutory claims remain unaffected.
3. The supplier commits to maintaining product liability insurance with a coverage amount of 10 million per personal injury/property damage – in total. If we have further claims for damages, these remain unaffected.

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## § 9 Intellectual Property Rights

1. The supplier guarantees that no third-party rights are infringed in connection with their delivery within the Federal Republic of Germany and the EU.
2. If we are held liable by a third party for the infringement of intellectual property rights, the supplier is obligated to indemnify us upon first written request. We are not authorized to make any agreements with the third party—particularly to settle a dispute—without the supplier's consent.
3. The supplier's indemnification obligation covers all expenses that we necessarily incur as a result of or in connection with the claim made by a third party.
4. The supplier's indemnification obligation does not apply if the supplier has manufactured the goods based on drawings, models, or other descriptions or specifications provided by us, and was not aware, nor should have been aware, that such manufacturing would infringe intellectual property rights in connection with the products they developed.
5. The statute of limitations for these indemnification claims is 3 years, starting from the date we become aware of the claim made by the third party.

## § 10 Retention of Title – Provision – Tools – Confidentiality

1. All parts (retained goods) and tools provided by us remain our property. Any processing or transformation by the supplier is considered to be carried out on our behalf. If our retained goods are processed with other items that do not belong to us, we acquire co-ownership of the new item in proportion to the value of our goods (purchase price plus VAT) compared to the other processed items at the time of processing.
2. If the item provided by us is inseparably mixed with other items that do not belong to us, we acquire co-ownership of the new item in proportion to the value of the retained goods (purchase price plus VAT) compared to the other mixed items at the time of mixing. If the mixing occurs in such a way that the supplier's item is considered the main item, it is agreed that the supplier will transfer to us proportional co-ownership; the supplier will hold sole ownership or co-ownership on our behalf.
3. The supplier is obligated to use the tools exclusively for the production of the goods ordered by us. The supplier must insure the tools owned by us at their new value, at their own expense, against fire, water, and theft damage. At the same time, the supplier hereby assigns to us all compensation claims arising from this insurance, which we hereby accept. The supplier is also responsible for carrying out any necessary maintenance, inspections, and all repair or servicing work on our tools at their own expense and in a timely manner. Any malfunctions must be reported to us immediately; if the supplier fails to do so due to negligence, our right to claim damages remains unaffected.

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4. The supplier is obligated to maintain strict confidentiality regarding all received images, drawings, calculations, and other documents and information. Disclosure to third parties is only permitted with our explicit consent. This confidentiality obligation remains in effect even after the completion of this contract. It expires only if and to the extent that the manufacturing knowledge contained in the provided images, drawings, calculations, and other documents becomes publicly known.
5. To the extent that the security rights to which we are entitled under paragraphs 1 and/or 2 exceed the purchase price of all our unpaid reserved goods by more than 10%, we are obliged, at the supplier's request, to release security rights at our discretion.

### **§ 11 Place of Jurisdiction – Place of Performance – Applicable Law**

1. The place of performance and the exclusive place of jurisdiction for deliveries and payments (including check-related claims), as well as for all disputes arising between the parties from the contracts concluded between them, shall be our registered office, provided the supplier is a merchant within the meaning of the German Commercial Code (HGB). However, we shall also be entitled to bring legal action against the supplier at the supplier's place of business.
2. The law of the Federal Republic of Germany shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980.
3. If any provision of these General Terms and Conditions is or becomes invalid or unenforceable, the validity of the remaining provisions of the General Purchasing Conditions shall not be affected.