beschicht.

beschichtpunkt GmbH
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GENERAL PURCHASING CONDITIONS

General Terms of Purchase

A clearer, professionally structured edition of the purchasing conditions for suppliers and business partners.

31	EN	B2B
contract sections	document language	supplier terms

Version 2.0 · 27 October 2026

General Terms of Purchase

These General Terms of Purchase apply to all purchases made by any affiliated entity of the beschichtpunkt Group (the “Buyer”, as defined below) for products, parts, components, raw materials, molds, or other tools.

If any beschichtpunkt purchasing terms and conditions printed on a Purchase Order differ from these General Terms of Purchase, these General Terms of Purchase shall prevail.

Definitions

The following terms have the meanings set out below:

Buyer	Any entity submitting a Purchase Order that is controlled by beschichtpunkt GmbH, the ultimate holding company, through direct or indirect ownership of at least 50% of the issued share capital of the affiliated entity.
Contract Documents	The documents defined in § 1 (Scope) that bind Buyer and Seller for each Purchase Order and the resulting Releases.
Forecasts	Estimates or projections of Buyer’s future quantity requirements for the Goods.
Goods	All products, parts, components, raw materials, molds, or other tools purchased by Buyer through the issuance of a Release.
Purchase Order	A written order issued by Buyer confirming its intention to purchase Goods at the price stated therein. The Purchase Order incorporates all terms and conditions of the Contract Documents.
Release	A written instruction under which Buyer calls off and specifies quantities, delivery locations, and shipment dates for the Goods in accordance with the Purchase Order.
Seller	The supplier entity identified as such in the Purchase Order.

§ 1 Scope

1. All Purchase Orders will be governed by these General Terms of Purchase
2. In addition and if applicable, the Purchase Order may be completed by one or more of the following Contract Documents:
   - Additional Manufacturing and Supply Agreement.
   - An Agreement that defines the anticipated volumes, applicable prices, payment terms, the quality and delivery targets, and other related terms and conditions applicable to the Purchase Orders.
   - A Specific Requirements File that defines the technical requirements and specifications for the Goods.
   - A Tool Statement that defines the specific Production Tools made available to Seller for the production of the Goods.

3. The General Conditions of Sale of the Seller shall not apply, even if these General Conditions of Sale have been brought to the attention of Buyer and even if Seller has mentioned in its proposal, quotation, invoice or other correspondence that the General Conditions of Sale of Seller apply to the sale of Goods. Any deviation, modification, substitution, supplementation or other alteration or derogation to these General Terms of Purchase must either be set forth in one of the Contract Documents defined under 2. above or must be agreed in writing in a separate document between the Parties.

§ 2 Purchase Order and Releases

1. Supplies of Goods will be covered by a Purchase Order. The Purchase Order may be sent by courier, mail or any electronic means (EDI). The Purchase Order will be considered accepted upon receipt by Buyer of a signed copy of the Purchase Order; if Buyer has not received such signed copy within eight (8) business days of the Purchase Order date, Buyer may consider that Seller has declined the Purchase Order. The Purchase Order will be deemed accepted if Releases issued under the Purchase Order are performed by Seller. Any quantities specified in a Purchase Order are merely indicative and do not constitute a firm commitment on the part of Buyer. The Buyer will provide a quarterly 12-month forecast. Binding volume calls will be provided on a quarterly basis as well.
2. From time to time, Buyer may provide Seller with Forecasts. Forecasts are not binding on Buyer and Buyer makes no representation, warranty, guaranty or commitment regarding any Forecasts. Buyer will only be obligated to purchase Goods and Seller will only be obligated to supply Goods after the issuance of a Release.
3. Once a Purchase Order has been issued, Seller commits to deliver the quantities of Goods set forth in the Release to Buyer when the volumes ordered under the Release correspond to the volumes set forth in the Forecasts. If the quantity requested in a Release exceeds the volumes set forth in the Forecast, Seller shall notify Buyer within five (5) business days following receipt of such Release if it cannot fulfill the supply of the additional volumes; in the absence of such notification, the Seller will be deemed to have committed to deliver the additional volumes set forth in the Release to Buyer.
4. By accepting the Purchase Order, Seller undertakes to provide and/or produce Goods according to the Contract Documents.

§ 3 Price

1. Prices charged for Goods will be stated in the Purchase Order and are not subject to increase for any reason including increases in raw material or component costs, labor costs, market fluctuations, foreign currency exchange rate fluctuations, or overhead costs.
2. Seller will ensure that the price charged to Buyer for the Goods remains competitive with the price for similar goods available to Buyer from other sellers. If the Seller is determined by Buyer not to be competitive, Buyer shall be entitled to re-source the Goods to a more competitive source without breaching the Purchase Order or otherwise incurring any liability in accordance with the provisions of § 12, 1.
3. Seller will participate in Buyer’s cost savings and productivity programs and initiatives and will implement Seller’s own cost savings and productivity programs and initiatives to reduce Seller’s prices.
4. If the computation of the price charged for Goods includes an amortized payment or reimbursement to Seller for expenses incurred in relation to, for example, tooling, machinery and equipment, and/or research and development studies (the total amount agreed by Buyer and Seller to be paid or reimbursed to Seller being hereafter referred to as the “Amortized Amount”), once Seller has received repayment or reimbursement of the Amortized Amount from Buyer, the price for the Goods will, immediately and automatically be decreased by an amount equal to the per-Good portion of the Amortized Amount.

§ 4 Invoices

1. All invoices for Goods shipped pursuant to each Purchase Order must show the Purchase Order number and Release number, quantity of Goods in the shipment, number of cartons or containers, Seller's name, and bill of lading number.
2. Seller shall issue the invoice following transfer of ownership of the Goods as set forth in § 14 hereof. The invoice must be sent through one of the following electronic formats:
   - PDF file, sent by email, in accordance with the dematerialization agreement.
   - Structured EDI messages in accordance with the Buyer Supply Chain and Logistics Requirements. Seller must also send the invoice to the billing address shown on the front of the Purchase Order.
3. Buyer reserves the right to return all invoices or related documents submitted incorrectly. Buyer will not be considered to be in late payment regarding any such returned invoices.

§ 5 Payment Terms

1. Absent any different mandatory payment term set forth in the Rider hereto, payment shall be due on the 10th day of the first month following the month in which Buyer receives a correct invoice in accordance with the provisions of § 4. Buyer shall have the right to decide to make the payments by electronic funds transfers, bank acceptance draft (BAD), or other means. If a payment date falls on a non-business day, payment will be made on the following business day.
2. Any payment by Buyer of the invoice will not be deemed as an acceptance of the Goods or the invoiced amount.

§ 6 Quality, Delivery and Packaging

1. Quantity and quality of the Goods are of the essence for Buyer. The Goods must satisfy and conform to the quantities, specifications, standards, drawings, samples and descriptions, including as to quality, performance, fit, form, function and appearance, as defined in the Contract Documents. If the quantity or quality of the Goods does not meet the requirements defined in the Contract Documents, Buyer may suspend payment to Seller until such time as the Goods meet those requirements.
2. Time of delivery of the Goods is of the essence to Buyer. If the Seller has become aware that a delivery date cannot be met for whatever reason, Seller shall promptly notify Buyer and explain the reasons and forecasted duration of such delay. Seller shall actively seek any acceleration measures in order to mitigate the consequences of late delivery.
3. Seller will adhere to shipping directions specified on the Purchase Order or Releases. Premium shipping expenses and/or other related expenses necessary to satisfy Buyer's delivery schedules will be Seller's sole responsibility unless: (i) the delay or expense was solely the result of Buyer's material breach of the Purchase Order (not caused by Seller); and (ii) Seller provides Buyer with written notice of any such breach by Buyer within ten (10) days after the occurrence thereof.
4. Except as otherwise specified in the Rider, delivery of the Goods shall be made on FCA terms (INCOTERMS 2010). Seller delivers the Goods, cleared for export at a named place (possibly including Seller's own premises). The Goods can be delivered to the carrier nominated by Buyer.
5. Notwithstanding any agreement concerning payment of freight expenses, delivery will not have occurred, and risk of loss will not have transferred to Buyer until the Goods have been received at the specified delivery location.
6. Without prejudice to Buyer's right to reject those Goods that do not conform to the warranties under § 8 hereof, even if the nonconformity does not become apparent to Buyer until the manufacturing, processing

or assembly stage or later, at its option, Buyer may inspect (but has no duty to inspect) the Goods before any of those stages. In the event of rejection, and without prejudice to any other remedies that Buyer may have under these General Terms of Purchase, Seller must examine the rejected Goods within eight (8) calendar days of receipt of notification of rejection and replace nonconforming Goods with conforming Goods. Following the expiration of this time period, in the absence of such replacement, Buyer shall be entitled to return the rejected Goods to Seller and purchase the same quantity of Goods from an alternative source, at Seller's expense and risk.

7. Buyer's (conditional) acceptance of Goods and Buyer's payment of Goods will not be deemed a waiver or limitation of any of Buyer's rights and remedies should the Goods fail to conform to any of the warranties defined in § 8 hereof, and will not limit or impair Buyer's right to seek any available remedy, or relieve Seller's responsibility for any defects.

8. All packaging must conform to Buyer's standard packaging requirements at the expense of Seller. Seller will: (i) properly pack, mark and prepare Goods in accordance with Buyer's requirements; (ii) route shipment in accordance with Buyer's instructions; (iii) make no charge for handling, packaging, storage, transportation (including duties, taxes, fees, etc.), cost of vehicle or other transport expenses unless otherwise approved by Buyer in writing; (iv) provide Buyer with shipment papers showing the Purchase Order number and Release number, Buyer's part number, Seller's part number where applicable, quantity of pieces in shipment, number of cartons or containers in shipment, Seller's name, the bill of lading number and the country of origin; and (v) promptly forward to Buyer the original bill of lading or other shipment receipt for each shipment identification of the Goods on packing slips, bills of lading and invoices in order to enable Buyer to easily identify the Goods purchased.

§ 7 Intellectual Property

1. Intellectual Property Rights. The term "Intellectual Property Rights" means inventions, patents (including utility patents and design patents), trade secrets, trademarks, service marks, trade dress, industrial designs, mask works, copyrights, know-how, software, database rights and other proprietary rights. The term "Background Intellectual Property Rights" means the Intellectual Property Rights of either Buyer or Seller existing prior to an applicable Purchase Order, as well as any improvements thereto, and may include blueprints, designs, specifications, drawings, photographs, artwork, copy layout, electronic data. The term "Foreground Intellectual Property Rights" means any and all Intellectual Property Rights pertaining to the Goods or tooling that are either developed by Buyer alone, by Buyer and Seller jointly, or by Seller alone as requested by Buyer in connection with any Purchase Order. Foreground Intellectual Property Rights do not include any Background Intellectual Property Rights.

2. Background Intellectual Property Rights. Each party will retain exclusive ownership of its Background Intellectual Property Rights. Buyer does not transfer to Seller any of its Background Intellectual Property Rights, and Seller may not use the same other than to produce and supply Goods to Buyer. Notwithstanding the foregoing, Seller grants to Buyer and its customers the right to resell, on a worldwide basis, Goods purchased from Seller. Seller confers to Buyer an irrevocable, worldwide, royalty-free and non-exclusive license to the Background Intellectual Property Rights of Seller insofar as the incorporation, association or other form of combination of the Goods with other components by Buyer (or any supplier or subcontractor retained by Buyer) and the resulting sales of such combination would infringe such intellectual property rights.

3. Foreground Intellectual Property Rights. All Foreground Intellectual Property Rights are owned by Buyer. Seller hereby assigns to Buyer all of Seller's right, title and interest in and to all Foreground Intellectual Property Rights. Seller may only use the Foreground Intellectual Property Rights to produce and supply Goods to Buyer.

4. Seller warrants that all Goods covered by each Purchase Order do not and will not infringe upon, violate or misappropriate the Intellectual Property Rights of any third party. Seller: (i) will defend, hold harmless and indemnify Buyer and its customers against all claims, demands, losses, suits, damages, liability and expenses (including actual fees for attorneys, experts and consultants, settlement costs and judgments) arising out of any lawsuit, claim, demand or action for actual or alleged direct or contributory or vicarious

infringement of, or inducement to infringe, any Intellectual Property Right by reason of the manufacture, use, sale, offering for sale, importation or distribution of the Goods (including such claims where Seller has provided only part of the Goods). Whenever the Goods infringe on third party intellectual property rights, Seller shall either (a) promptly replace or modify the Goods or any part thereof, without loss of material functionality or performance, to make them non-infringing or (b) promptly procure for Buyer the right to continue using the Goods; any costs associated with implementing these alternatives will be borne by Seller. If none of the above solutions is available, Buyer may terminate the Purchase Order for cause in accordance with § 12, 1. hereof. Seller waives any claim against Buyer and its customers, including any hold-harmless or similar claim, whether known or unknown, contingent or latent, in any way related to a claim asserted against Seller or Buyer for infringement of any Intellectual Property Rights, including claims arising out of compliance with specifications furnished by Buyer.

5. Seller will not assert or transfer to any third party a right to assert against Buyer or its customers any Intellectual Property Rights that Seller has or may have that are applicable to the Goods used or furnished under the Purchase Order.

6. Seller will not sell or otherwise dispose of any Goods that incorporate any Intellectual Property Rights of Buyer to any party other than Buyer unless specifically authorized by Buyer in advance and in writing.

§ 8 Warranties

1. Seller warrants that all Goods will conform to all specifications, standards, drawings, samples and/or descriptions, quality requirements, performance requirements, and form and function requirements defined in the Contract Documents, and will be fit for any particular purpose disclosed by Buyer; in the absence of such disclosure, Seller warrants that the Goods are fit for their ordinary use as part of a coating system. Seller warrants that all Goods will be new, merchantable, safe and free from any defects in design, material and workmanship. Seller warrants that all Goods are compliant with all industry standards, laws and regulations in force in countries where the Goods are to be sold, including in particular safety regulations. Seller warrants that the Goods are free and clear of all liens, claims, interests and other encumbrances.

2. All warranties will be effective for the longer of (i) the warranty period agreed between Buyer and its customer, which is incorporated herein by reference; (ii) 36 months from the date of delivery of the Goods to Buyer. Notwithstanding any expiration of a warranty period set forth in this §, the Goods shall remain subject to all statutory remedies, express or implied, provided by applicable law.

3. All warranties inure to the benefit of Buyer, its successors and assigns, and to any purchasers of products in which the Goods are incorporated.

4. Buyer’s approval of Seller’s designs, materials, processes, drawings, specifications or the like will not be construed to relieve Seller of any warranties, nor will a waiver by Buyer of any required specification as to any particular Goods constitute a waiver of any such requirements for the remaining Goods to be delivered unless so stated by Buyer in writing.

5. Upon non-compliance of the Goods with the above warranties, and without prejudice to any other remedies that Buyer may have under these General Terms of Purchase, Seller must examine the defective or non-conforming Goods within eight (8) calendar days of receipt of notification from Buyer, and repair or replace nonconforming Goods with conforming Goods. Following the expiration of this time period, in the absence of such repair or replacement, Buyer shall be entitled to purchase the same quantity of Goods from an alternative source, at Seller’s expense and risk.

6. Seller shall bear all costs and expenses related to warranty claims and returns, including but not limited to costs and expenses incurred by Buyer as a result of inspection, testing, storage, transportation, disassembly and reassembly, including costs charged to Buyer by its customers.

7. Seller acknowledges that its liability in relation to breach of warranties will be defined on the basis of results of expert analyses carried out on a representative batch of samples of Goods that will be provided by Buyer’s customers. If these analyses establish the presence of an epidemic defect, i.e. an identical defect affecting at least five (5%) percent of Goods within such batch, Buyer may assert its warranty rights and remedies to all Goods that have been supplied by Seller, and Seller hereby expressly waives its right to

perform its warranty obligations only in relation to defective or non-conforming Goods that have been returned from the field.

8. Seller will immediately notify Buyer in writing if Seller learns of any facts, circumstances or conditions, the existence of which causes or threatens to cause breach of any warranties or interruption in Seller's production of Goods.

9. When a customer of Buyer determines, through the application of reference procedures that are customary in the coating industry, that the Goods fail to meet the warranties, such findings will likewise extend to the Seller. Buyer will invite Seller to participate in such procedure. Buyer may defend any claim that any Goods supplied by Seller are in breach of warranty, and Seller acknowledges that such defense is in the interest of both Seller and Buyer. Seller waives the right to argue that the fact that Buyer took any such position in any way limits Buyer's right to assert a claim against Seller in relation to the foregoing.

§ 9 Liability

1. Seller will indemnify and hold harmless Buyer from any claims, losses, damages, costs and expenses that are related in any way to or arise in any way from the breach by Seller of any of the requirements of the Purchase Order, the violation of any law or other regulations, or the negligence of Seller in the performance of its duties under a Purchase Order, including without limitation non-delivery or late delivery of the Goods, inappropriate packaging of the Goods, breach of warranties, defective supplies. Such claims, losses, damages, costs and expenses may arise from, without limitation: (i) the analysis, inspection, sorting, monitoring, handling, containing, storing and as the case may be, disassembly, reassembly, transportation, disposal or destruction of such nonconforming Goods; (ii) production interruptions; (iii) equipment breakdowns or deteriorations; (iv) claims made by Buyer's customers, including as the case may be recall campaigns or other corrective field service actions; and (v) claims for personal injury (including death) or property damage suffered by third parties.

2. In the event of a claim by a third party against Buyer which may be the subject of indemnification as set forth above under § 9, 1., Buyer shall provide notification to Seller. At the request of Buyer, Seller will provide Buyer with reasonable assistance in the defense of the claim, in particular by providing all relevant material and documentation.

§ 10 Changes

1. Buyer reserves the right at any time to direct Seller to make changes to the Goods including, but not limited to, changes in the design (including drawings and specifications), processing, methods of packing and shipping and the date or place of delivery of the Goods or to otherwise change the scope of the work covered by the Purchase Order including work with respect to such matters as inspection, testing or quality control, and Seller agrees to promptly make such changes. Price and/or timing for delivery of Goods resulting from changes pursuant to this Section will be equitably adjusted by Buyer following Buyer's receipt from Seller of sufficient documentation regarding Seller's costs and/or production timing resulting from such changes.

2. Any change (i) in subcontractors of Seller or suppliers of Seller, or (ii) in the processes or procedures used by Seller in its production of Goods must be approved by Buyer in advance and in writing.

§ 11 Seller's Insolvency

Buyer may immediately terminate each Purchase Order without any liability of Buyer to Seller upon the occurrence of any of the following or any other similar or comparable event: (i) insolvency of Seller; (ii) Seller's inability to promptly provide Buyer with adequate and reasonable assurance of Seller's financial and operational capability to perform timely any of Seller's obligations under any Purchase Order; (iii) filing of a voluntary petition in bankruptcy by Seller (or a comparable insolvency event); (iv) filing of an involuntary

petition in bankruptcy against Seller (or a comparable insolvency event); (v) appointment of a receiver or trustee for Seller/Seller's assets; or (vi) execution of any assignment for the benefit of creditors of Seller.

§ 12 Termination

1. Right to Terminate for Default.

   A. Without prejudice to any other available legal remedies, Buyer may terminate, without the necessity for recourse to any court and without any liability to Seller, all or any part of a Purchase Order, if the Seller fails to perform or observe any one of its contractual obligations and has not remedied such failure within 30 (thirty) days after receipt of a written notice to that effect from Buyer, including if such is the result of a Force Majeure Event as further defined in § 21 hereof. Termination may be pronounced with immediate effect when it is apparent from the circumstances or from a statement or behavior of the Seller (a) that it has become impossible for Seller to perform or observe its obligations for a period superior to 30 (thirty) days, (b) that Seller declines to perform or observe its obligations. In addition, termination may be pronounced with immediate effect in the event of a failure to comply with any one of the following essential clauses: (a) § 18 "Compliance with Laws", (c) § 29 "Confidentiality". Finally, termination may be pronounced with immediate effect if Seller repeatedly fails to perform or observe its contractual obligations under § 6, 1. and/or § 6.2, even though each of such individual failures is remedied within 30 (thirty) days after receipt of a notice to that effect from Buyer, provided that Buyer has issued appropriate warning of such possible termination if such breaches persist in the future.

   B. Without prejudice to any other available legal remedies, Seller may terminate, without the necessity for recourse to any court and without any liability to Buyer, all or any part of a Purchase Order, in the event that each of the following events occurs: (a) the payment of an invoice for Goods is thirty (30) or more calendar days past due, (b) Seller has notified Buyer specifying the amounts past due and Seller's intent to terminate the Purchase Order if such past due amount is not paid within ten (10) days following the date of receipt of notification by Buyer, (c) within such period, Buyer does not either (x) pay such past due amounts; or (y) notify Seller that the amounts claimed are disputed by Buyer, (d) the unpaid past due amount represents more than ten percent (10%) of the forecasted annual turnover under the

2. Right to Terminate for Convenience.

   A. Buyer may, at its option, terminate all or any part of a Purchase Order at any time and for any reason subject to written notice to Seller of not less than one hundred eighty (180) days.

   B. Seller recognizes that the continuity in the supply of Goods is of prime importance to the coating industry and that since any cessation of supplies will generate important consequences for Buyer including alternative supplier selection and additional test and validation procedures, termination of a Purchase Order by Seller shall be subject to written notice to Buyer of not less than twelve (12) months, unless Buyer has compelling reasons to require a longer notice period (e.g. because the Goods have no immediately available substitute solution), the duration of which shall be determined by mutual agreement having regard to all relevant circumstances; the termination shall not produce effect until such mutual agreement has been confirmed.

   C. During the notice period, the Purchase Order must continue to be performed under the contractual terms in force at the time of termination, including the price terms. Upon the expiration or termination of a Purchase Order for any reason, Seller will take such actions as may be reasonably required by Buyer to facilitate the transfer of production of the Goods from Seller to an alternative seller (including any entity of the Buyer group of companies) including, without limitation, the actions set forth below:

   A. Seller will, at its own costs, provide Buyer with a sufficient inventory bank of Goods covered by the Purchase Order to ensure that the transition to any alternative seller chosen by Buyer will proceed smoothly. Unless otherwise specified by Buyer in a Purchase Order, an eight (8) week inventory bank of Goods will be deemed sufficient to accomplish the transition. The eight (8) week inventory bank will be calculated using the Releases from the eight (8) weeks immediately prior to Seller's notice of

termination excluding any temporary interruptions, plant or industry shutdowns or other reduced schedules.

B. Upon termination, Seller will deliver to Buyer all drawings, manufacturing specifications and other documents that are necessary for the smooth transfer of the production of the Goods from Seller to an alternative seller, unless such documents are subject to Seller's Background Intellectual Property Rights.

C. Seller will, at Buyer's option: (i) assign to Buyer or an alternative Seller any or all supply contracts or orders for raw material or components relating to the Purchase Order; (ii) sell to Buyer, any or all inventory and/or work in process relating to the Purchase Order.

D. Buyer will be obligated to acquire any work-in-process and stock of raw materials which exceed the required inventory stock under paragraph (A) above and which Seller cannot reasonably use in producing goods for itself or for others, provided that (i) they do not exceed the volumes of the Forecasts, (ii) they meet the requirements of the Purchase Order, however, in the event of termination under § 12, 1., Buyer may deduct from payment to the Seller the amounts that Buyer will be entitled to set off as a result of the default of the Seller; if these amounts cannot be readily ascertained, Buyer shall be entitled to postpone payment accordingly.

E. In no event will Buyer be liable to Seller or Seller's subcontractors for loss of anticipated profits or revenues; unabsorbed overhead or other administrative costs; development, design or engineering costs in relation to the Goods; immobilization, disposal, amortization or depreciation of tools, facilities, or other capital items; or in general for indirect, incidental or consequential damages suffered as a result of the termination.

4. Upon receipt of notice of termination pursuant to § 12, Seller will, unless otherwise instructed in writing by Buyer, take actions reasonably necessary to protect property in Seller's possession in which Buyer has an interest.

5. All provisions of the Contract Documents that, by their nature, extend beyond the end of the Contract Documents shall remain valid after the end of the Purchase Order.

§ 13 Assignment

1. Seller may not assign any of its duties or obligations under any Purchase Order without the prior written consent of Buyer, which may be withheld in Buyer's sole discretion.

2. Buyer may assign the Purchase Order and/or any of its rights and interests in the Purchase Order, without Seller's consent, to any person or entity whomsoever or whatsoever including, without limitation, any entity of the Buyer group of companies, or to any purchaser of or successor to all or any portion of Buyer's business or assets.

§ 14 Transfer of Title to Goods

Transfer of title to the Goods shall occur as follows:

- When Goods are supplied with a short transit time (1-2 days from Seller location or external warehouse), the transfer of title occurs at the moment the Goods are unloaded at Buyer's reception dock.
- When Goods are supplied with a long transit time (more than 2 days from Seller location), a consignment stock agreement shall be agreed between Buyer and Seller. In such case, transfer of title will occur upon removal of the Goods from the consignment warehouse by Buyer or its agent.

§ 15 Inspection Rights

Buyer will have the right to enter Seller's facilities during normal business hours to inspect the facilities, the Goods and the records that Seller is required to maintain under § 23 hereof. Buyer shall procure that inspection will not unnecessarily impede the Seller's operational processes. Seller will provide all cooperation and provide all documents and information that may reasonably be required for such inspection purposes. If the inspection reveals that Seller is not in compliance with any of the requirements of the Purchase Order, Seller shall promptly take all necessary and reasonable measures in order to achieve such compliance and reimburse Buyer for the reasonable documented costs incurred in connection with the inspection. Buyer's inspection of the Goods whether during manufacture, prior to delivery or within a reasonable time after delivery, will not constitute acceptance of any work in process or finished Goods.

§ 16 Subcontracting

Seller will not subcontract any of its duties or obligations under any Purchase Order without prior written approval by Buyer. Seller will ensure that any subcontractor so approved complies with all production part approval process (PPAP) requirements of Buyer's customer and any other requirements of Buyer. Buyer or Buyer's representative will be afforded the right to verify at any subcontractor's premises and Seller's premises that subcontracted Goods conform to specified requirements. Seller remains liable towards Buyer for the acts and omissions of the subcontractor.

§ 17 Insurance

Seller will obtain and maintain, at its sole expense, insurance coverage in accordance with the Insurance Requirements.

§ 18 Compliance with Laws

1. Seller shall comply with all the applicable laws and regulations, in particular, those related to environmental protection, safety, anticorruption and antitrust.
2. Seller shall comply with all applicable laws and regulations with regard to the supply, sale, transfer, export, retransfer, or re-export of the Goods, including: economic sanctions, export controls and trade embargoes ("Export Regulations"). Seller shall not cause Buyer to risk, either directly or indirectly, any potential violation of any applicable Export Regulations. Furthermore, Seller will not supply, sell, transfer, export, re-transfer, reexport, otherwise make available or use the Goods in order to circumvent, evade or avoid any applicable Export Regulations.
3. Seller will adopt in its business dealings the ethical rules set out in the United Nations Global Compact on human rights, labor standards, the environment and anti-corruption. If Seller subcontracts any of its duties or obligations under any Purchase Order or purchases raw material, components or other resources for the manufacture of the Goods, Seller will ensure that all sub-tier suppliers and subcontractors comply with the requirements of this Article. The commitment of the Seller to comply with the above rules and procedures is a prerequisite to continued business dealings between Buyer and the Seller.
4. Should the Seller process personal data in the context of performance of the Purchase Order on behalf of Buyer, Seller undertakes to comply in all material respects with the applicable laws and regulations related to processing of personal data and notably with EU Regulation 2016/679, and will enter into a data processing agreement with Buyer.

§ 19 Setoff

1. In addition to any right of setoff or recoupment provided or allowed by law, Buyer and any entity of the Buyer group of companies may set off against or recoup from any amounts owing to Seller or any entity of

the Seller group of companies any amounts owing to any member of the Buyer group of companies by any member of the Seller group of companies including, without limitation, for damages resulting from breaches by Seller of its obligations under this or any other Purchase Order.

2. If an obligation of any member of the Seller group of companies is disputed, contingent or unliquidated, payment by any member of the Buyer group of companies of all or any portion of the amount due may be deferred until such dispute contingency is resolved or the obligation is liquidated. Without limiting the generality of the foregoing and by way of example only, in the event of a bankruptcy of Seller, if all of the Purchase Orders between Buyer and Seller have not been assumed, then Buyer may withhold payment to Seller for Goods previously delivered (via an administrative hold or otherwise) until the risk of potential rejection and other damages is eliminated.

§ 20 Advertising

Seller will not refer to Buyer in advertising or public releases without Buyer's prior written approval and will not use Buyer's trademarks or trade names in advertising or promotional materials.

§ 21 Force Majeure; Labor Disruptions

1. Any delay or failure of Buyer or Seller to perform its obligations under the Purchase Order will be excused if, and to the extent that, the party is unable to perform specifically due to an event or occurrence beyond its reasonable control and without its fault or negligence and whose effects could not be avoided by appropriate measures, such as: acts of God; restrictions, prohibitions, priorities or allocations imposed or actions taken by a governmental authority; embargoes; fires; explosions; natural disasters; riots; or wars ("Force Majeure Event"). Whenever Seller notifies Buyer of a Force Majeure Event, Buyer may, at its option: (a) purchase the Goods from other sources and reduce its Releases to Seller by such quantities without liability of Buyer to Seller, and require Seller to reimburse Buyer for any additional costs to Buyer of obtaining the substitute Goods compared to the prices set forth in the Purchase Order; (b) require Seller to deliver to Buyer, at Buyer's expense, all finished Goods, work in process and/or parts and materials produced or acquired for work under the Purchase Order.

2. Seller's financial inability to perform, changes in cost or availability of materials or components based on market conditions, and/or supplier actions or contract disputes will not constitute Force Majeure Events.

§ 22 Replacement Parts

Seller agrees to continue to deliver the Goods to meet the needs of the spare part market for a period of ten (10) years after the sale of the last model(s) of the range incorporating said Goods. For the first five (5) years following the stop of production of past model parts, such sales will be made at the prices then specified in the last Purchase Order for current model production plus any actual net cost differential for required unique packaging. For the five (5) years following the first five years or such shorter period for which Buyer's customer requires to be provided with service parts, the prices will be as specified in the last Purchase Order for current model production plus any actual net cost differential for required unique packaging plus any actual net cost differential for manufacturing costs as mutually agreed by Buyer and Seller.

§ 23 Financial Information

Seller shall maintain complete and accurate records in accordance with generally accepted accounting principles and good commercial practices to substantiate Seller's costs hereunder. Seller shall retain such records for three (3) years from final payment under the Purchase Order. If requested by Buyer, Seller will

provide to Buyer its most current income statements, balance sheets, cash flow statements and supporting data and schedules.

§ 24 No Suspension

In the event of a commercial dispute between Seller and Buyer, Seller shall not interrupt or suspend the performance of its obligations under the Purchase Order, or perform any action that prevents, slows down, or reduces in any way the continuity of supplies of the Goods. Seller acknowledges and accepts that rather than interrupt or suspend the supplies of Goods, it shall use the procedure of § 30 hereof in order to resolve any dispute with Buyer.

§ 25 Severability

If any terms(s) of the Purchase Order is invalid or unenforceable under any law, regulation, rule, legislative document or judicial interpretation, such term(s) will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such law, regulation, rule, legislative document or judicial interpretation, and the remaining provisions of the Purchase Order will remain in full force and effect.

§ 26 Notices

All notices, claims and other communications to Buyer required or permitted under the Purchase Order will be made in writing and will be effective only upon receipt by Buyer. Seller's failure to provide any notice, claim or other communication to Buyer in the manner and within the time periods specified in the Purchase Order will constitute a waiver by Seller of any and all rights and remedies that otherwise would have been available to Seller upon making such notice, claim or other communication.

§ 27 Electronic Communication

Seller will comply with the method of electronic communication specified by Buyer, including requirements for electronic funds transfer, purchase order transmission, electronic signature, and other communications.

§ 28 Relationship of Parties

Seller and Buyer are independent contracting parties and nothing in these General Terms of Purchase will make either party the agent, partner, joint venturer or legal representative of the other for any purpose, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

§ 29 Confidentiality

1. Seller will (i) keep all Buyer's information confidential and disclose it only to its employees who need to know such information in order for Seller to supply Goods, Tooling, and equipment to Buyer under the Purchase Order and (ii) use Buyer's information solely for the purpose of supplying Goods to Buyer. "Buyer's information" means all information provided to Seller by Buyer or its representatives or subcontractors in connection with the business, programs, and Goods data, formulas, compositions, designs, sketches, photographs, samples, prototypes, test equipment, manufacturing, packaging or shipping methods and processes and computer software and programs (including object code and source code). Buyer's

information also includes any materials or information that contains, or is based on any Buyer's information, whether prepared by Buyer, Seller or any other person.

2. Buyer shall undertake the same confidentiality obligations if Seller has provided any technical documentation related to the supply of the Goods.

§ 30 Governing Law; Dispute Settlement

1. The Purchase Order is governed by the law of the country in which Seller's domicile is located, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. Any action or proceedings by Buyer against the Seller may be brought by Buyer before the courts of the capital city of the country in which Seller's domicile is located or, at Buyer's option, in the courts located at Buyer's registered office; any action or proceedings by the Seller against Buyer shall be brought by Seller before the courts in the capital city of the country in which Seller's domicile is located.

2. If Seller's domicile is located in China: the order will be governed by the law of China. Buyer and Seller agree that any and all disputes between them will be resolved by, and they each consent to, the Shanghai International Economic and Trade Arbitration Commission/Shanghai International Arbitration Centre ("SHIAC"). The seat of the arbitration shall be Shanghai. The arbitral award shall be final and binding upon the parties. The arbitration shall be conducted in accordance with the SHIAC Arbitration Rules in effect at the date of the Request for Arbitration, subject to the following: The arbitration shall be conducted exclusively in English. All arbitrators appointed must be fluent in written and spoken English. All documents filed, and all oral submissions must be in English. Any party wishing to rely on documentary or witness evidence in any other language shall be responsible for providing an accurate English translation or interpretation of the same to the other party and to the arbitrators, at the same time as the original language version is provided. In the absence of such English translation or interpretation, such evidence shall be disregarded; There shall be three arbitrators; The presiding arbitrator shall in no circumstances be an individual who holds (or has at any time in his or her lifetime held) the nationality of either party; The parties agree to the appointment of arbitrators from outside of SHIAC's panel of Arbitrators.

§ 31 Continuing Obligations

These General Terms of Purchase will survive expiration, non-renewal or termination of the purchasing relationship between Buyer and Seller.

[End of General Terms of Purchase]

Document identity: beschichtpunkt GmbH · Benzstraße 7 · 88094 Oberteuringen · Germany · Version 2.0 (27 October 2026).