

## **1. Scope of application**

**1.1 All deliveries, services and offers of our business partners and suppliers ('Contractors') are made exclusively on basis of these General Terms and Conditions of Purchase (GTC). These GTC are an integral part of all contracts that Tyczka GmbH (hereinafter: 'TYG') includes with its contractors, insofar as there are entrepreneurs (§ 14 BGB), a legal entity under public law or a special fund under public law. They apply to all current and future deliveries and services to TYG. The GTC apply in the latest version, which can be viewed in the Internet at <https://www.tyczka.com> or in any case in the version last communicated to him in text form as a framework agreement also for similar future contracts, without us having to refer to them again in each individual case.**

**1.2 Deviating, conflicting or supplementary terms and conditions, even if known, will not become part of the contract unless their validity is expressly agreed in writing. If TYG accepts the delivery/service of the contractor without objection, TYG does not thereby declare acceptance of the contractor's terms and conditions.**

## **2. Orders, conclusions of contract**

**2.1** Only orders placed by TYG in text form (e.g. letter, e-mail, fax) are legally binding. The order can be accepted in writing or in text form within 14 working days of the order date; otherwise TYG is no longer bound by the order. The contractor must notify us of obvious errors (e.g. typing and calculation errors) and incompleteness of the order, including the order documents, for the purpose of correction or completion before acceptance; otherwise the contract is deemed not to have been concluded.

**2.2** In the case of blanket and standing orders, the quantities and types to be supplied will be called off by TYG. If it is not possible for the contractor to deliver/perform immediately upon call-off, he must state the possible delivery period in the order confirmation.

**2.3** Verbal or telephone orders require subsequent confirmation in text form in order to be legally valid. The same applies to verbal collateral agreements and amendments to the contract.

**2.4** The contractor must treat the conclusion of the contract as confidential. Reference to business relations with TYG may only be made in advertising materials or in any other way with written consent.

**2.5** The contractors undertake to maintain secrecy about all commercial, technical or other information which is not generally known to and which becomes known to them through the business relationship and to treat it as business secrets. Subcontractors are to be bound accordingly.

**2.6** TYG is entitled, even after conclusion of the contract, to demand a change to the delivery item, in particular with regard to the delivery quantity, insofar as the change is reasonable for the contractor. When amending the contract, the effects for both parties, in particular with regard to additional or reduced costs and delivery dates, must be taken into account appropriately.

## **3. Transfer of the order - subcon**

**3.1** The Contractor is not authorised to have the delivery/service performed in whole or in part by third parties without the prior consent of TYG. Consent must be given in the text form. The contractor remains the sole contractual partner of TYG at. If the order is transferred to a third party, the contractor remains liable for the complete fulfilment of the order. **3.2** The Contractor must inform TYG immediately in writing of any changes to its corporate structure, such as new majority relationships, share transfers or mergers. In the event of fundamental changes affecting the existence of the contract, TYG reserves the right to terminate the contract within 30 calendar days of receipt of the notification with a notice period of 2 months to, with the exception of that part of the order which is currently in progress. In such cases, the supplier is only entitled to assert its rights up to the time of cancellation.

## **4. Prices, dispatch, packaging**

**4.1** The prices are fixed prices and include statutory value added tax if this is not shown separately. Increases require individual agreement in text form, even in the case of long-term supply contracts. If orders are placed without price authorisation by TYG, for which purpose the contractor must notify the relevant prices without delay. The agreement on the place of fulfilment is not affected by the type of pricing.

**4.2** Each delivery must be notified to TYG immediately after execution by means of a despatch note which is precisely itemised according to type, quantity and weight. Despatch notes, consignment notes, invoices, acceptance certificates and factory acceptance certificates and all correspondence must contain the complete descriptions and part numbers required by TYG in the order form. **4.3** Delivery is free to destination (dispatch address or place of use specified by TYG); in particular the costs of packaging, freight and transport to the destination as well as customs formalities and customs duties are borne by the Contractor. Unless otherwise agreed in individual cases, the price also includes all services and ancillary services of the contractor (e.g. assembly, installation)

**4.4** Dispatch shall be at the Contractor's risk. The risk of accidental deterioration and accidental loss of the goods shall remain with the Contractor until the goods are dispatched.

for handover at the Contractor's place of destination. If acceptance has been agreed, this is decisive for the transfer of risk. If TYG is in default of acceptance, this is equivalent to handover or acceptance.

**4.5** TYG will only accept the quantities or numbers of items ordered. For quantities or number of item ordered. For quantities and weights, the figures determined by TYG's incoming goods inspection are decisive. Excess or partial deliveries are only permitted after express agreement in text form. In the case of agreed part consignments, the remaining quantity must be listed.

**4.6** The goods must be packed in such a way that damage is avoided. Packaging materials shall only be used to the extent necessary to fulfil this purpose. Environmentally friendly packaging materials are to be favoured. Upon request, all packaging shall be taken back by the Contractor at the Contractor's expense.

**4.7** The transfer of ownership takes place when the goods are handed over at the place of destination.

**4.8** The contractor is obliged to state the TYG order Number on all shipping documents and delivery notes; if he fails to do so, TYG is not responsible for delays in processing.

**4.9** The statutory provisions apply to the occurrence of default of acceptance on the part of TYG. However, the Contractor must also expressly offer its performance to TYG if a specific or determinable calendar time has been agreed for an action or cooperation by TYG (e.g. provision of material). If TYG is in default of acceptance, the contractor may demand compensation for his additional expenses in accordance with the statutory provisions (§ 304 BGB). If the contract relates to a non-fungible item to be manufactured by the contractor (Custom-made-item), the contractor is only entitled to further rights if TYG undertakes to co-operate and is responsible for the failure to co-operate.

## **5. Invoicing and payment**

**5.1** Invoices must be submitted separately in paper form by post or digitally as a PDF to [invoice@tyczka.com](mailto:invoice@tyczka.com), stating the TYG order number with all associated documents and data after delivery has been made, in a proper and verifiable form in accordance with the provisions of the Value Added Tax Act. Invoices that have not been submitted in a proper and verifiable form shall only be deemed to have been received by us from the time of correction and verifiability. **5.2** Payments shall be made within 14 days with a 3% discount or after 30 days net calculated from the date of receipt of the invoice after delivery/service in accordance with clause 5.1.

**5.3** Insofar as certificates of material testing have been agreed, they form an integral part of the delivery and are a prerequisite for the fulfilment of the delivery or service obligation incumbent on the contractor. They must be sent to TYG together with the invoice.

**5.4** In the event of defective delivery, TYG is entitled to withhold the entire payment until proper fulfilment, up to a maximum of three times the value of the required replacement delivery.

**5.5** In the case of advance payment, the contractual partner must provide appropriate security, e.g. a bank guarantee, on request.

**5.6** TYG does not owe any interest on arrears. The statutory provisions apply to default of payment.

## **6. Delivery date, delay in delivery, force majeure**

**6.1** Agreed delivery dates are binding. Decisive for compliance with the delivery date or the delivery period is the receipt of the goods at the place of destination or the timeliness of successful acceptance.

**6.2** If the Contractor realises that an agreed deadline cannot be met, it must inform TYG immediately in text form, stating the reasons and the expected duration of the delay.

**6.3** If the contractor is in default with his delivery, TYG is entitled to the statutory rights. After the unsuccessful expiry of a reasonable period of grace set by TYG, TYG is entitled to withdraw from the contract and to claim damages in lieu of performance. The entitlement to the delivery/service will lapse as soon as TYG claims damages in lieu of performance. Acceptance of the delayed delivery/service does not constitute a waiver of claims for compensation.

**6.4** In the event of a delay in delivery or performance, TYG is entitled to demand 0.2 % for each working day of delay, but not more than a total of 5 % of the order value as lump-sum compensation for the damage caused by the delay in addition to the fulfilment. The assertion of further claims for damages due to the missed deadline, regardless of the legal grounds, is not excluded by this. This right remains in force until final settlement/payment, even if TYG has not reserved it at the time of acceptance. The contractor reserves the right to prove that no damage at all or only significantly less damage was incurred.

**6.5** The Contractor may only invoke the absence of necessary documents to be supplied by TYG at if it has sent a reminder in text form to and has not received the documents within a reasonable period of time.

**6.6** Force majeure and labour disputes shall release the contracting parties from their performance obligations for the duration of the disruption and to the extent of its effect. The contractual partners are obliged to provide with the necessary information without delay and to adapt their obligations to the changed circumstances in good faith. TYG is released from the obligation to accept the ordered delivery/service in whole or in part and is entitled to withdraw from the contract if the

delivery/performance due to the delay caused by force majeure or industrial action is no longer justifiable for TYG - taking into account economic aspects. 6.7 If delivery is made earlier than agreed, TYG reserves the right to return the goods at the contractor's expense. If the goods are not returned in the event of early delivery, they will be stored at the expense and risk of the contractor until the delivery date. In the event of early delivery, TYG reserves the right not to make payment until the originally agreed date.

## **7. Warranty**

7.1 The statutory provisions apply to the rights of TYG in the event of material defects and defects of title in the goods (including incorrect and short delivery as well as improper assembly, defective assembly, operating or operating instructions) and in the event of other breaches of duty by the Contractor, unless otherwise stipulated below.

7.2 The Contractor undertakes to use environmentally friendly products and processes for its deliveries/services and also for supplies and ancillary services of third parties within the scope of economic and technical possibilities.

7.3 Notwithstanding § 442 para. 1 sentence 2 BGB, the TYG is also entitled to claims for defects without restriction if the defect remained unknown to it at the time of conclusion of the contract as a result of gross negligence. The statutory provisions (§§ 377, 381 HGB) apply to the commercial duty of inspection and notification of defects with the following proviso: TYG's duty of inspection is limited to defects which become apparent during its incoming goods inspection by external examination including the delivery documents (e.g. transport damage, incorrect and short delivery) or which are recognizable during its quality control by random sampling. If acceptance has been agreed, there is no obligation to inspect. Otherwise, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. The TYG's obligation to give notice of defects discovered at a later date remains unaffected. Notwithstanding its duty to inspect, TYG's complaint (notification of defects) is in any case deemed to be immediate and timely if it is sent within 5 working days of discovery or, in the case of obvious defects, of delivery.

7.4 In the event of defects in the delivery/service, TYG is entitled, at its discretion, to demand that the contractor rectify the defect or deliver a defect-free item. Subsequent performance also includes the removal of the defective goods and reinstallation, provided that the goods have been installed in another item in accordance with their intended purpose. The costs incurred by the contractor for the purpose of inspection and subsequent performance (including any removal and installation costs) shall be borne by the contractor even if it transpires that there was in fact no defect. The TYG's liability for damages in the event of an unjustified demand for the rectification of defects remains unaffected; in this respect, however, the TYG is only liable if it recognized or was grossly negligent in failing to recognize that there was no defect.

7.5 If the Contractor fails to fulfill his obligation of subsequent performance - at TYG's discretion by remedying the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery) within the reasonable period set by TYG, TYG may remedy the defect itself or have it remedied by a third party at the Contractor's expense. The rectification of defects by TYG or third parties is also permissible if there are only minor defects or if there is a threat of unusually high damage and immediate action is necessary to prevent damage. The rectification of defects by TYG or third parties does not affect the contractor's warranty obligation; in particular, the contractor must bear the costs of rectifying the defects.

7.6 Otherwise, in the event of a material defect or defect of title, TYG is entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. In addition, TYG is entitled to compensation for damages and expenses in accordance with the statutory provisions.

## **8. Statute of limitations**

8.1 The reciprocal claims of the contracting parties shall become statute-barred in accordance with the statutory provisions, unless otherwise stipulated below.

8.2 Notwithstanding § 438 para. 1 no. 3 BGB, the general limitation period for claims for defects is 3 years from the transfer of risk. If acceptance has been agreed, the limitation period shall commence upon acceptance. The 3-year limitation period also applies accordingly to claims arising from defects of title, whereby the statutory limitation period for third-party claims in rem for restitution (Section 438 (1) No. 1 BGB) remains unaffected; furthermore, claims arising from defects of title do not become time-barred under any circumstances as long as the third party can still assert the right - in particular in the absence of a limitation period - against TYG.

8.3 The limitation periods under sales law, including the above extension, apply - to the extent permitted by law - to all contractual claims for defects. Insofar as TYG is also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) applies, unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.

## **9. Product liability, indemnification, liability insurance cover**

9.1 Insofar as the Contractor is responsible for product damage, he is obliged to indemnify TYG on first demand against claims for damages by third parties insofar as the cause lies within his sphere of control and organization and he himself is liable in relation to third parties.

9.2 In this context, the contractor is also obliged to reimburse any expenses pursuant to §§ 683, 670 BGB arising from or in connection with a recall action carried out by TYG. TYG will inform the contractor - as far as possible and reasonable - of the content and scope of the recall measures to be carried out and give him the opportunity to comment. Other statutory claims remain unaffected.

9.3 The Contractor undertakes to maintain product liability insurance with a sum insured of at least EUR 5 million per personal injury/property damage - as a lump sum for the delivery of goods for technical installations, facilities, buildings or technical equipment; if TYG is entitled to further claims for damages, these remain unaffected. At TYG's request, the contractor will provide evidence of the existence of the cover.

## **10. Industrial property rights**

10.1 The Contractor warrants that all deliveries are free from third-party property rights and, in particular, that the delivery and use of the delivery items does not infringe patents, licenses or other third-party property rights.

10.2 The Contractor will indemnify TYG and its customers against claims by third parties arising from any infringements of industrial property rights on first written request. He will also bear the costs incurred by TYG in this connection.

10.3 TYG is entitled to obtain permission to use the relevant delivery items and

## **11. Drawings, tools, materials provided**

11.1 TYG reserves the right of ownership and copyright to all objects and other order documents. They are to be used exclusively for the contractual service and may not be handed over or otherwise made accessible to unauthorized third parties, even after termination of the contract. The reproduction of such items is only permitted within the framework of the copyright provisions, insofar as this is necessary for the execution of the contract.

11.2 The above provisions apply accordingly to substances, parts, tools or materials provided by TYG (e.g. software, finished and semi-finished products). They may only be used as intended. The processing of substances and the assembly of parts are carried out for TYG. It is agreed that TYG is co-owner of the products manufactured using its substances and parts in the ratio of the value of the materials provided to the value of the overall product, which is kept in this respect by the contractor for TYG.

11.3 Products manufactured in accordance with TYG's specifications, drawings, tools, samples or models may only be delivered to TYG or to recipients designated by TYG. Only the drawings attached to the order apply to the manufacture of the goods. These must be returned to TYG together with the invoice after completion of the order. This also applies to copies made in accordance with Clause 11.1. Excluded from this are drawings which are expressly intended by TYG to remain with the contractor.

## **12. Occupational health and safety and environmental protection**

When delivering the goods and providing services at TYG, the contractor must observe all applicable regulations regarding occupational health and safety, working conditions and environmental protection as well as all applicable laws and regulations and ensure that all its employees and subcontractors or representatives also observe these regulations, laws and provisions.

## **13. Place of performance, place of jurisdiction**

13.1 The place of performance for the delivery obligation is the destination specified by TYG, for all other obligations of both parties Geretsried. 13.2 The exclusive place of jurisdiction for all disputes arising from this contract is Wolfratshausen. The same applies if the contractor has no general place of jurisdiction in Germany or if his place of residence or habitual abode is unknown at the time the action is brought. However, TYG is free to sue the Contractor at the location of its principal place of business.

## **14. Final provisions**

14.1 If individual provisions of the contract, including these General Terms and Conditions of Purchase, are or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall be replaced by a provision whose economic success comes as close as possible to that of the invalid provision.

14.2 The contractor is not entitled to assign claims against TYG to third parties without TYG's prior consent in text form. TYG will only refuse consent for objective reasons.

14.3 TYG will store the Contractor's personal data in accordance with the statutory requirements.

14.4 The law of the Federal Republic of Germany applies exclusively. The provisions of the UN Convention on Contracts for the International Sale of Goods do not apply.