

### Sec. 1 Scope of application

These General Terms and Conditions of Purchase apply to all legal transactions of **GEALAN Fenster-Systeme GmbH, GEALAN Tanna Fenster-Systeme GmbH and GEALAN Holding GmbH** (hereinafter referred to as the "Purchaser"). In particular, they also apply to all future transactions without the need for referring to these General Terms and Conditions of Purchase once again. The General Terms and Conditions of Purchase only apply to entrepreneurs if the relevant contract is related to the operation of their business, to bodies corporate organised under German public law and to German public-law special funds.

Should the Supplier's general terms and conditions contradict or deviate from these General Terms and Conditions of Purchase, validity of the former is expressly rejected. Anything to the contrary only applies if the Purchaser expressly approves of such deviations from the below terms and conditions in writing vis-à-vis the Supplier. Moreover, our General Terms and Conditions of Purchase also apply if we accept the Supplier's delivery without reservation and despite knowing that the Supplier's terms and conditions conflict with or deviate from our General Terms and Conditions of Purchase. By executing the purchase order, the Supplier furthermore expressly accepts the below General Terms and Conditions of Purchase. If the Supplier does not agree with the above, they shall immediately notify the Purchaser thereof in writing prior to execution of the purchase order. In this case, the Purchaser reserves the right to withdraw from the purchase order. The Supplier is not entitled to any claims in this case.

### Sec. 2 Purchase order

The scope and the contents of a purchase order is exclusively determined by the Purchaser's order letter. Any deviations, ancillary agreements and supplements shall be expressly highlighted by the Supplier in their order confirmation. Considering the above, deviations, ancillary agreements and supplements on the part of the Supplier only become effective if the Purchaser expressly confirms them in writing. The Supplier shall confirm a purchase order without delay. "Without delay" in the context of these General Terms and Conditions of Purchase means a period of 8 days from receiving a letter. If the Supplier does not fulfil their obligation to confirm the purchase order in due time, the Purchaser has the right to withdraw from the purchase order without any further legal consequences.

### Sec. 3 Delivery; delivery note

Partial deliveries, excess and/or short deliveries are not permitted, unless GEALAN confirmed them in writing in advance. If the Supplier deviates from purchase order information in terms of the quality or quantity, these deviations are legally binding for the Purchaser only if they expressly approve of them in writing in advance. If the Purchaser grants no such approval, they are entitled to return (partial) deliveries they rejected at the Supplier's expense. The services to be rendered by the Purchaser shall generally be rendered in accordance with the Incoterms 2010, in particular based on "DDP", i.e., delivered duty paid. Shipments will in any case be made at the expense and the risk of the Supplier. In the event of differences in weights and/or dimensions, the Purchaser's determination of dimensions is binding. The Supplier ensures that the goods and products delivered by them are free from third-party rights;

this applies particularly to reservation of title and comparable security rights of third parties, but also to claims for intellectual property.

Each purchase order and each assignment are legally independent. A right of retention for the Supplier against the Purchaser resulting from other purchase orders is therefore excluded. Anything to the contrary only applies if the Supplier is entitled to claims which were legally determined by a court or which were acknowledged by the Purchaser.

Insofar as the Supplier is also the manufacturer of the ordered products, they have no right to fulfil their obligation by delivering products from other manufacturers or suppliers. If the Supplier is unable to fulfil the contract by delivering their own products for reasons beyond the Purchaser's control, the Supplier shall offer suitable replacement products. Such replacement deliveries shall be approved by the Purchaser. In such a case, the Purchaser may refuse approval without the need to give any reasons for this.

Insofar as the Supplier makes use of third parties, e.g. a forwarding agent, to fulfil their obligations, they shall be deemed to be employees of the Supplier both under contract law and under the law on compensation for damages. Any exclusion of liability in favour of the Supplier for these third parties is expressly excluded.

Each delivery must include a delivery note stating GEALAN's purchase order number, the article number, the number of items and an exact description of the delivery items.

In addition to the delivered products, the Supplier shall, if necessary and on a non-paid basis, also supply all documents, drawings etc. required for the contractual use of the delivered items.

In particular, the respective data sheet must also be enclosed without the need for a request. This includes documents which are necessary for the purpose of properly executing any assembly, monitoring and repair works, of procuring spare parts and of maintenance. The aforementioned obligation also extends to such documents which are required by the Purchaser in order to be able to obtain approvals from third parties or from government agencies, if necessary.

If the Purchaser, in return, provides the Supplier with any figures, drawings, calculations, tools, models and other auxiliary means, ownership of these auxiliary means remains with the Purchaser; this applies also and in particular to any intellectual property rights. The Supplier may only use these auxiliary means for the fulfilment of the purchase order.

The Supplier is liable for any damage to the auxiliary means. If the aforementioned auxiliary means merge with and into the product to be delivered in terms of ownership law, the auxiliary means provided by the Purchaser are deemed the main item in terms of ownership law.

Should the above auxiliary means no longer be required after a purchase order was processed, the Supplier shall return them to the Purchaser without delay at their own expense.

If the Supplier employs single or several sub-contractors for the above obligations and if the Purchaser approved of them, the Supplier shall also be responsible for full compliance by their subcontractors with regard to the obligations referred to above. Should they violate the above obligation, the Supplier themselves is liable for the impairments resulting therefrom.

### Sec. 4 Deadlines

Insofar as a delivery date was determined by using the calendar, this shall be deemed to be a fixed date, including the rights for the Purchaser resulting therefrom. If delivery periods were agreed upon, they are calculated from the date of dispatch of the Purchaser's order letter. The delivery period is deemed to be complied with if the ordered products arrived at the place of performance by the end of that period.

Deliveries must always be made during the Purchaser's business hours (Mondays–Thursdays: 7.30 a.m.–4.00 p.m.; Fridays: 7.30 a.m.–12.00 p.m.). Early and/or later deliveries require the Purchaser's approval.

If the Supplier is unable to meet the delivery date and/or deadline, the Supplier shall, without prejudice to their rights, immediately inform GEALAN about both this fact and about the expected duration of the delay.

If the delivery dates and/or deadlines are exceeded, the Supplier is in default without the need for delivering a reminder and without prejudice to any other rights.

### Sec. 5 Further shipping conditions; transfer of risk

The place of performance for purchase orders is generally the address of the recipient listed in the purchase order, i.e. Oberkotzau and/or Tanna (Thuringia, Germany). The risk of dispatch is borne by the Supplier. Deliveries are always made on a carriage-free basis. If, by way of exception, the Parties agreed upon another place of performance, the Supplier shall render their services at such other place of performance.

Should the Purchaser incur additional costs or damages due to the fact that the Supplier failed to comply with the shipping conditions, the Supplier shall be liable for this.

The risk is transferred to GEALAN upon acceptance of the delivery at the place of performance; this applies also if GEALAN bore the costs of shipping in an individual case or if the delivery is made on an "ex works" basis.

### Sec. 6 Acceptance and notification of defects

Unless otherwise agreed, GEALAN shall inspect the delivery goods upon receipt, with GEALAN being only obligated to check the delivery for identification, quantities and externally visible transport and packaging damage. After such inspections, GEALAN shall immediately notify the Supplier of any defects in this regard.

In the case of hidden defects, GEALAN is entitled to a 14-day notification period starting from the time of discovery; notification within this period is deemed to be made in good time. In the case of deliveries of larger quantities, GEALAN fulfils their inspection obligation also by making spot checks. Defects which are not recognised during this process are deemed to be hidden defects to this extent, contrary to sec. 377 of the German Commercial Code (*HGB – Handelsgesetzbuch*).

For quality and quantity checks which take place immediately upon delivery, the Supplier shall ensure that their delivery assistants are prepared for this, in terms of both technology and time.

Insofar as products are delivered which require further work or assembly, the defect and/or quality checking period starts only upon completion of such additional work and/or upon completion of assembly.

Should it be temporarily impossible for the Purchaser to accept the delivery item due to force majeure events or for other reasons beyond the

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Purchaser's direct control, acceptance and delivery deadlines are extended accordingly.

### Sec. 7 Prices and payment

Unless explicitly agreed otherwise, all contractual prices are fixed prices exclusive of statutory value-added tax to the valid amount. All charges, costs etc. in excess thereof are borne by the Supplier.

Any other agreements require an express written agreement.

Invoices shall be issued electronically, state the Purchaser's purchase order number and be sent by electronic means. Invoices must not be attached to the goods under any circumstances. The Supplier shall separately show the sales tax on their invoices.

Insofar as quantities, weights, dimensions and the like play a role, the Purchaser makes payments based on the calculations prepared by them.

Unless otherwise agreed in writing, payments will be made within 30 days from delivery and receipt of the invoice subject to a 3 % discount, or within 60 days of receipt of the invoice to the total amount. The Purchaser is entitled to the rights of offsetting and retention of title to the extent provided for by the law; these rights cannot be excluded.

If deliveries are based on cross-border import transactions either from third countries or EU Member States, the Supplier has exclusive responsibility for proper customs clearance, customs processing and value-added tax declaration. For suppliers having there registered offices in the EU, the VAT identification numbers (VAT ID no.) shall always be stated.

In deviation from sec. 284 of the German Civil Code (*BGB – Bürgerliches Gesetzbuch*), for the Purchaser to be in default an express notice of default issued by the Supplier is required.

Any payment is made subject to GEALAN's rights resulting from the existence of any defects. GEALAN is entitled to totally or partially withhold payments until all defects were rectified or until other counterclaims resulting from the overall business relationship were satisfied. It is expressly stated that payments related to a given purchase order do not generally imply unconditional acceptance of the goods and neither represent acknowledgement, fulfilment or waiver of a warranty; this applies also to the receipt of delivery concerning acceptance of a delivery.

### Sec. 8 Warranty/liability for defects

The Supplier guarantees that all goods comply, in all respects, with applicable legal requirements, product safety regulations and applicable directions of public authorities and trade associations (including the *UVV*), but also with the rules and regulations of the countries in which the goods are manufactured, in which they are stored, through which they are transported or in which they are used. Furthermore, the Supplier guarantees that the goods correspond to the state of the art and are suitable for the intended use.

We are entitled to the statutory claims for defects in full. Irrespective of this, GEALAN is entitled to demand, at their discretion, the removal of defects or delivery of a defect-free item.

The Supplier indemnifies GEALAN against all claims of GEALAN's customers with regard to the warranty, unless the Supplier is not responsible for them.

In the case of legal defects, the Supplier indemnifies GEALAN also against any existing claims asserted by third parties, unless the Supplier is not responsible for such legal defects. Claims

resulting from this are subject to a limitation period of 5 years, unless a longer period applies as provided for under the law anyway.

If product recalls or similar actions are carried out due to problems regarding the Supplier's delivery items, the Supplier bears any and all costs incurred as a result of such products recalls as well as the costs charged by GEALAN's customers in this regard, unless the Supplier is not responsible for the problems.

In urgent cases, if repair works or replacements are unacceptable, GEALAN is entitled to repair themselves or have repaired the defects with a delivery item at the Supplier's expense, or to procure a replacement item from a third party, without having to inform the Supplier in advance of such defect and the manner in which it is to be remedied or to set a grace period. Such a case is given if, due to particular urgency, it is no longer possible to inform the Supplier about the defect and the imminent damage and to set a reasonable deadline for remedy by them. The extent of the Supplier's obligation to pay compensation is limited to what is reasonable.

### Sec. 9 Product liability and indemnification

Furthermore, the Supplier indemnifies GEALAN from all possible claims asserted by third parties arising from the law on liability for defective products or from comparable non-contractual claims, unless they fail to show that they did not cause such product and/or instruction defect.

In addition to normal business liability insurance, the Supplier undertakes to maintain product liability insurance providing for an insurance coverage of at least EUR 2.5 million per personal injury – a lump sum for property damage. Suitable evidence shall be provided to the Purchaser at any time upon their request. If the Purchaser is entitled to further claims for damages, they remain unaffected by the above.

### Sec. 10 Non-disclosure

Insofar as the Supplier comes into contact with documents or objects embodying the Purchaser's business secrets as a result of the business relationship, they shall be kept as a secret and may only be used and made accessible to the extent that this is absolutely necessary for the execution of the purchase order. To the extent that such documents are to be disclosed to third parties, the Supplier shall extend this obligation to maintain secrecy to these third parties and guarantees in this regard shall be obtained.

Insofar as the Purchaser orders any items or goods from the Supplier which the Supplier delivers exclusively for the Purchaser, delivery of the same items or goods to third parties requires the Purchaser's express written approval.

To the extent that a breach of the non-disclosure obligation causes damage to the Purchaser for which the Supplier is liable, the obligation to pay damages also extends to consequential damage.

### Sec. 11 Hazardous substances and similar/REACH

In the event that the Supplier supplies substances which are hazardous substances in terms of the Hazardous Substances Regulation or that they deliver products which might release such substances during their use, the Supplier shall provide the EC Safety Data Sheet (sec. 14 of the German Hazardous Goods Ordinance) without being requested to do so prior to delivery; the Supplier is prohibited from using carcinogenic substances. The Supplier warrants that their deliveries comply with the provisions of

Regulation (EC) No. 1907/2006 on the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH Regulation"). In particular, the Supplier guarantees that substances contained in the products they supply were previously registered or registered after the expiry of the transitional periods if this is required under Art. 112 of the REACH Regulation and that GEALAN is provided with safety data sheets in accordance with the provisions of the REACH Regulation and/or the information required in accordance with Art. 32 of the REACH Regulation. Should the Supplier supply products within the meaning of Art. 3 of the REACH Regulation, they are particularly also responsible for fulfilling their obligation to pass on certain information in accordance with Art. 33 of the REACH Regulation.

### Sec. 12 Miscellaneous; data protection; place of jurisdiction

The Supplier may transfer their rights and obligations arising from a contract to third parties only based on the Purchaser's prior written consent; this applies in particular to the assignment of claims.

With regard to the regulations on data protection, we refer to the Privacy Policy at [www.gealan.de/datenschutz](http://www.gealan.de/datenschutz).

The place of jurisdiction is 95030 Hof/Saale (Germany). In any case, the Purchaser is also entitled to appeal to the courts having jurisdiction over the Purchaser's registered office.

All business relationships between the Purchaser and the Supplier are exclusively governed by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

Should provisions of the contract or of these General Terms and Conditions be or become invalid, this does not affect validity of the remaining provisions of the contract or of these General Terms and Conditions of Purchase. Within the limits of what is reasonable in good faith, the Contractual Parties are obliged to replace invalid provisions by provisions which achieve the economic result in a legally effective manner.

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