

General Terms and Conditions of Purchase

§ 1 Scope of Application

These Terms and Conditions of Purchase apply to all legal transactions of **GEALAN Fenster-Systeme GmbH** (hereinafter referred to as the "Purchaser"). They apply in particular to all future transactions without the need for a renewed reference to these Terms and Conditions of Purchase. These Terms and Conditions of Purchase apply only to merchants if the contract is part of their commercial operations, to legal entities under public law, and to special public funds. Should the Supplier's general terms and conditions conflict with or deviate from these, their validity is hereby expressly rejected. A different provision shall apply only if the Purchaser expressly approves deviations from the following terms and conditions in writing vis-à-vis the Supplier. Furthermore, our Terms and Conditions of Purchase shall apply even if we accept the supplier's delivery without reservation while being aware of the supplier's provisions that conflict with or deviate from our Terms and Conditions of Purchase. By fulfilling the order, the supplier further expressly accepts the following Terms and Conditions of Purchase. Should the supplier not agree with the foregoing, they must notify the purchaser of this in writing without delay prior to the execution of the order. In such a case, the purchaser reserves the right to cancel the order. In this event, the supplier shall have no claims whatsoever.

§ 2 Order

The scope and content of an order are determined solely by the purchaser's order letter. The supplier must expressly highlight any deviations, ancillary agreements, and additions in its order confirmation. Against this background, deviations, ancillary agreements, and additions on the part of the supplier shall only become effective if they are expressly confirmed in writing by the purchaser. The Supplier must confirm an order without delay. For the purposes of these Terms and Conditions of Purchase, "without delay" is understood to mean within 8 days of the date of receipt of a letter. If the Supplier fails to fulfill its obligation to confirm the order within the specified time, the Purchaser shall be entitled to withdraw from the order without further legal consequences.

§ 3 Delivery and Delivery Note

Partial deliveries, over-deliveries, and under-deliveries are not permitted unless the Purchaser has confirmed this in writing in advance. If the supplier deviates from the order in terms of quality or quantity, such deviations are legally binding on the purchaser only if the purchaser expressly approves them in writing in advance. If the purchaser does not grant approval, the purchaser is entitled to return unauthorized deliveries or partial deliveries at the supplier's expense. The services to be provided by the purchaser shall generally be performed in accordance with Incoterms 2020, in particular "DDP," i.e., delivered duty paid to the place of use. Shipping shall in any case be at the supplier's expense and risk. In the event of discrepancies in weight and/or dimensions, the purchaser's measurement shall be binding. The Supplier shall ensure that the goods and products delivered by it are free from third-party rights. This applies in particular to retention of title and comparable security interests of third parties, as well as intellectual property claims.

Each order and each contract is legally independent. A right of retention of the Supplier against the Purchaser arising from other orders is therefore excluded. A different rule applies only to the extent that the Supplier is entitled to claims that have been legally established or acknowledged by the Purchaser.

If the supplier is also the manufacturer of the ordered products, it may not fulfill its obligation with products from other manufacturers or suppliers. If, for reasons beyond the purchaser's control, the supplier cannot fulfill the order with products it has manufactured itself, the supplier must offer suitable substitute products. This substitute delivery must be approved by the purchaser. In such a case, the purchaser may refuse approval without stating reasons.

Insofar as the supplier otherwise engages third parties to fulfill its obligations, e.g., a freight forwarder, such third parties shall be deemed employees of the supplier both contractually and under tort law. Any exclusion of liability in favor of the supplier with respect to these third parties is expressly excluded.

Each delivery must be accompanied by a delivery note stating the GEALAN order number, item number, quantity, and exact description of the delivered items.

In addition to the delivered products, the supplier must, where applicable, provide all documents, drawings, etc., free of charge that are necessary for the contractual use of the delivered items.

In particular, the relevant data sheet must also be enclosed without being requested. This also includes documents necessary for the proper performance of installation, monitoring, repair, spare parts procurement, and maintenance. The foregoing obligation also extends to such documents as may be required by the Purchaser to obtain approvals from third parties or government agencies, if necessary.

If the Purchaser, for its part, provides the Supplier with illustrations, drawings, calculations, tools, models, and other aids, etc., ownership of these aids remains with the Purchaser. This applies in particular to any intellectual property rights. The Supplier may use these aids solely for the fulfillment of the order.

The Supplier shall be liable for any damage to the aids. Should the aforementioned aids become integrated with the product to be delivered in terms of ownership, the aid provided by the Purchaser shall be deemed the principal item in terms of ownership.

If the aforementioned aids are no longer required after the order has been fulfilled, the Supplier must return them to the Purchaser immediately at its own expense.

If the Supplier engages one or more subcontractors to fulfill the above obligations and the Customer has approved this, the Supplier shall also be responsible for ensuring that its subcontractors comply with the above obligations. Should they violate the foregoing, the Supplier shall be liable for any resulting damages.

§ 4 Deadlines

If a delivery date has been specified in the calendar, it shall be deemed a fixed date with the resulting rights for the purchaser. If delivery periods have been agreed upon, they shall be calculated from the date the order letter is sent by the purchaser. The delivery period shall be deemed met if the ordered products have reached the place of performance by the end of the period.

Deliveries must generally be made during the purchaser's business hours (Monday–Thursday, 7:30 a.m.–4:00 p.m., Friday 7:30 a.m.–12:00 p.m.). Early and/or late deliveries require the purchaser's approval.

If the supplier is unable to meet the delivery date or deadline, the supplier must, without prejudice to its rights, immediately notify GEALAN of this fact and of the expected duration of the delay.

If delivery dates or deadlines are exceeded, the supplier shall be in default without the need for a reminder. This is without prejudice to further rights. In the event of a delay in delivery, the purchaser is entitled to claim a contractual penalty of 0.5% of the net order value for each week or part thereof that the delay lasts, up to a maximum of 5% of the net order value. The right to assert claims for damages in excess of this amount remains unaffected; the contractual penalty shall be offset against any further claims.

§ 5 Additional Shipping Terms, Transfer of Risk

The place of performance for orders is generally the recipient's address specified in the order, i.e., Oberkotzau or Tanna, Thuringia. The risk of shipment shall be borne by the supplier. Deliveries are generally free on the premises. If, in exceptional cases, a different place of performance is agreed upon, the supplier must perform the service there. Should the purchaser incur additional costs or damages because the supplier has failed to comply with shipping conditions, the supplier shall be liable for these.

Risk shall pass to GEALAN upon acceptance of the delivery at the place of performance. This shall also apply if, in individual cases, GEALAN has assumed the shipping costs or the delivery is made "ex works."

§ 6 Acceptance and Notice of Defects

Unless otherwise agreed, GEALAN shall inspect the delivery upon receipt, whereby GEALAN is only obligated to perform an initial inspection for identity and quantity checks and externally visible transport and packaging damage. Notices of defects in this regard must be asserted by GEALAN to the supplier immediately thereafter.

In the case of hidden defects, GEALAN has 14 days from the date of discovery to file a complaint regarding such defects. A complaint made within this period shall be deemed timely. In the case of deliveries of large quantities, GEALAN shall fulfill its inspection obligations even by conducting random checks. Defects not detected in this manner shall, contrary to § 377 HGB, be deemed hidden.

For quality and quantity checks conducted immediately upon delivery, the supplier must ensure that its delivery personnel are prepared for this both professionally and in terms of time.

Insofar as products are delivered that require further work or assembly, the defect or quality inspection period shall not begin until the preparatory work or assembly work has been completed.

Should the purchaser be temporarily unable to accept the delivered goods due to force majeure or for reasons beyond the purchaser's direct control, the acceptance and delivery periods shall be extended accordingly.

§ 7 Prices and Payment

Unless explicitly agreed otherwise, all agreed prices are fixed prices to which the applicable statutory value-added tax must be added. All additional taxes, costs, etc. shall be borne by the supplier.

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Any other agreements require an express written agreement.

Invoices must be issued in electronic form, stating the purchaser's order number, and sent in electronic form. Under no circumstances may invoices be enclosed with the goods. The supplier is obligated to show the sales tax separately on its invoices.

To the extent that quantities, weights, dimensions, and similar factors are relevant, the purchaser shall make payments based on the calculations it has determined.

Unless otherwise agreed in writing, payment shall be made within 14 days with a 3% discount, within 30 days with a 2% discount, or within 60 days net. The supplier waives the exclusion of the discount deduction in the case of partial deliveries or minor deviations in the invoice data. The purchaser is entitled to rights of set-off and retention to the extent permitted by law. These cannot be excluded.

If deliveries are based on cross-border import transactions from either third countries or EU countries, the supplier bears sole responsibility for proper customs clearance, customs processing, and VAT reporting. For suppliers based in the EU, VAT identification numbers (ID No.) must always be provided.

Notwithstanding Section 284 of the German Civil Code (BGB), default on the part of the purchaser requires an express notice of default by the supplier.

All payments are made subject to GEALAN's rights regarding any defects. GEALAN is entitled to withhold payments in whole or in part until defects are remedied or other counterclaims arising from the entire business relationship are satisfied. It is expressly stated that payments for an order do not, as a matter of principle, constitute unconditional acceptance of the goods, nor do they constitute acknowledgment, performance, or waiver of warranty; this also applies with respect to the receipt of delivery.

§ 8 Warranty/Liability for Defects

The supplier guarantees that all goods comply in every respect with applicable legal requirements, product safety standards, the relevant provisions of authorities and trade associations (including UVV), and the laws and regulations of the countries in which the goods are manufactured, stored, transported, or used. Furthermore, the Supplier guarantees that the goods are state-of-the-art and suitable for their intended purpose.

We are entitled to the full scope of statutory warranty claims. Irrespective of this, GEALAN is entitled, at its discretion, to demand either the rectification of the defect or the delivery of a defect-free item.

The supplier shall indemnify GEALAN against all claims by GEALAN's customers relating to warranty, to the extent that the supplier is responsible for such claims.

In the case of legal defects, the supplier shall also indemnify GEALAN against any claims by third parties, provided the supplier is responsible for such defects. A statute of limitations of 5 years applies to claims arising therefrom, unless a longer period is already provided for by law.

If product recalls or similar actions occur due to problems with the Supplier's delivered goods, the Supplier shall bear all costs necessarily incurred as a result of the recalls, as well as any costs invoiced by GEALAN customers in this regard, provided that the Supplier is responsible for the problems.

In urgent cases, where repair or replacement is unreasonable, GEALAN is entitled to remedy defects in a delivered item at the Supplier's expense, or to have them remedied, or to procure a replacement from a third party, without having to inform the Supplier in advance of the defect and the manner of its remedy or set a grace period. Such a case exists if, due to particular urgency, it is no longer possible to inform the supplier of the defect and the impending damage and to set a reasonable deadline for the supplier to remedy the situation on its own. The scope of the supplier's obligation to provide compensation is limited to what is reasonable.

§ 8a Software, Digital Content, and Intellectual Property Rights

To the extent that the delivered items contain software, firmware, or digital components, the Supplier grants the Purchaser a permanent, transferable, worldwide, and non-exclusive right of use for the intended purpose, including installation, operation, backup copying, and distribution within the GEALAN Group. The Supplier shall ensure that no third-party rights preclude such use and that any open-source components used comply with the applicable license terms.

The Supplier undertakes to provide necessary security, bug-fix, and functional updates free of charge for the duration of the deliverable's usability.

§ 9 Product Liability and Indemnification

The Supplier further indemnifies GEALAN against any and all claims by third parties arising from the Product Liability Act or from comparable non-contractual claims, unless the Supplier proves that it did not cause the product defect or error in instructions.

The Supplier undertakes to maintain, in addition to standard general liability insurance, product liability insurance with a coverage limit of at least EUR 2.5 million per claim for personal injury and a lump-sum limit for property damage. Proof of such coverage must be provided to the Purchaser upon request at any time. If the Purchaser is entitled to further claims for damages, these remain unaffected by the foregoing.

§ 10 Confidentiality

To the extent that the Supplier comes into contact with documents or items that embody the Purchaser's trade secrets through the business relationship, these must be kept confidential and may only be used and made accessible to the extent that this is absolutely necessary for the execution of the order. To the extent that third parties must be involved in this matter, the supplier's confidentiality obligation must also extend to such third parties and be appropriately secured.

If the Purchaser orders items or goods from the Supplier that the Supplier supplies exclusively to the Purchaser, any delivery of the same items or goods to third parties requires the express written consent of the Purchaser.

To the extent that the Purchaser incurs damages due to a breach of the confidentiality obligation for which the Supplier is liable, the liability for damages shall also extend to consequential damages resulting from defects.

§ 10a IT Security / Cyber Security

The Supplier undertakes to comply with appropriate technical and organizational measures for IT and cyber security that are state-of-the-art. This includes, in particular, a verifiable information

security management system (e.g., ISO/IEC 27001 or equivalent), immediate written notification to the Purchaser of security-related incidents, in particular cyberattacks, data breaches, or vulnerabilities that may affect the delivered goods, and ensuring that contracted subcontractors meet the same security standards. If the Supplier fails to comply with these obligations, it shall be liable for all damages resulting therefrom.

§ 11 Hazardous Substances / REACH / CLP

Safety Data Sheets and Information Requirements
If the Supplier delivers substances or mixtures that fall under the Hazardous Substances Ordinance (GefStoffV), or products whose use may result in the release of hazardous substances, the Supplier shall provide the Purchaser, prior to the first delivery and upon each update, with a safety data sheet (SDS) in German that complies with the requirements of Annex II of the REACH Regulation (EC) No. 1907/2006, as amended. The SDS must be provided unsolicited and electronically.

Supplier Obligations Under REACH
The supplier guarantees that all substances, mixtures, and articles supplied comply with the requirements of the REACH Regulation (EC) No. 1907/2006. In particular, the supplier ensures that all substances for which (pre-)registration is required have been properly pre-registered or registered, that all information required under Article 32 of REACH is provided to the customer, and that, upon delivery of articles as defined in Article 3 of REACH, all information obligations under Article 33 of REACH are met, particularly for substances on the SVHC Candidate List.

CLP Obligations (Classification, Labeling, Packaging)

The supplier guarantees the legally compliant classification, labeling, and packaging of all delivered substances and mixtures in accordance with the CLP Regulation (EC) No. 1272/2008, as amended.

Delivery without legally required labeling is not permitted.

Prohibition of Hazardous Substances / PFAS Regulation

The use of carcinogenic, mutagenic, or reprotoxic substances (CMR) in Categories 1A and 1B is—to the extent permitted by law—generally prohibited unless expressly approved in writing. The supplier further undertakes to comply with current and future restrictions on groups of hazardous substances, particularly in connection with the EU PFAS Regulation, and to inform the purchaser immediately if such substances are present or regulatory risks exist.

Duty to Inform in Case of Changes

The Supplier must immediately inform the Purchaser in writing as soon as changes occur that affect the safety assessment, classification, labeling, or REACH compliance of the delivered products. This includes, in particular: new or updated safety data sheets, changes to the REACH registration, the inclusion of a contained substance in the SVHC list, and new or amended restrictions under REACH/CLP.

Damages / Indemnification

If the Supplier breaches the foregoing obligations, it shall indemnify the Purchaser against all resulting damages, regulatory actions, recall costs, and third-party claims.

§ 12 Sustainability / ESG / Supply Chain

The Supplier undertakes to comply with all legal requirements applicable to it in the areas of the environment, human rights, occupational safety, and compliance. In particular, it must implement the requirements of the Supply Chain Due Diligence Act (LkSG) as well as corresponding European regulations (e.g., CSDDD). The Supplier is obligated to provide the Purchaser, upon request, with evidence of compliance with the aforementioned obligations and to immediately notify the Purchaser in writing of any irregularities or violations.

§ 13 Miscellaneous, Data Protection, Place of Jurisdiction

The Supplier may transfer rights and obligations under the contract to third parties only with the prior written consent of the Purchaser; this applies in particular to the assignment of claims.

With regard to data protection regulations, please refer to the privacy policy at www.gealan.de/datenschutz.

The place of jurisdiction is D-95030 Hof/Saale. In any case, the Purchaser is also entitled to bring an action before the courts having jurisdiction over the Purchaser's place of business.

All business relationships between the purchaser and the supplier are governed exclusively by German law, excluding the UN Convention on Contracts for the International Sale of Goods.

Should any provisions of the contract or these Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions or the remaining Terms and Conditions. The contracting parties are obligated, within reasonable limits and in good faith, to replace invalid provisions with others that achieve the economic result in a legally valid manner.

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