



**Rühl**  
PUOMER GmbH, Postfach 14 29, 61365 Friedrichsdorf

## **Rühl Puomer GmbH – General Terms and Conditions of Purchase (as of May 2024)**

This English translation of Rühl Puomer GmbH's "Allgemeine Einkaufsbedingungen" is made for convenience only. In case of any discrepancies between the German version (Allgemeine Einkaufsbedingungen) and this English translation, the German version shall be decisive.

### **I. General**

For the legal relationship between **Rühl Puomer GmbH** (hereinafter "**RÜHL GmbH**") and an entrepreneur, a legal entity under public law or a special fund under public law (hereinafter "**Supplier or Contractor**"), these General Terms and Conditions of Purchase apply to the purchase of goods and the commissioning of services by RÜHL GmbH, unless RÜHL GmbH has expressly excluded their application.

General terms and conditions of the Supplier shall only apply if and insofar as RÜHL GmbH has recognised them in writing and with express reference to the relevant general terms and conditions of the Supplier. Neither the silence of RÜHL GmbH nor the unconditional acceptance of a delivery or a service or their payment shall be deemed as acknowledgement.

Individual contractual agreements take precedence over these General Terms and Conditions of Purchase.

### **II. Conclusion of Contract and Contract Amendments**

1. The individual contract for the deliveries or services as well as any amendments, collateral agreements, declarations regarding its termination and other declarations and notifications must be concluded in writing, which means by letter, fax or e-mail. Unless expressly stated otherwise in an order/offer of RÜHL GmbH, orders/offers of RÜHL GmbH are limited to a period of two weeks from receipt of the order/offer by the Supplier. If an order/offer is not accepted within this period, RÜHL GmbH is no longer bound to this order/offer.

All conditions, specifications, standards and other documents attached to the order/offer or listed therein are part of the order/offer.

The Supplier shall treat the order/offer as a business secret and treat it confidentially. The Supplier shall be liable for all damages incurred by RÜHL GmbH as a result of a breach of the aforementioned obligation.

2. a) Offer

Statements by RÜHL GmbH that are "non-binding" or "subject to change" do not constitute a binding offer by RÜHL GmbH, but rather an invitation to the Contractor to submit a binding offer.

Cost estimates and offers of the Contractor are made free of charge and do not create any obligations for RÜHL GmbH. The Contractor will point out any deviations from a previous enquiry from RÜHL GmbH in his offer and additionally offer RÜHL GmbH possible solutions that are technically or economically more favourable compared to the enquiry.

b) Framework Agreement

Insofar as a written framework agreement exists with the Supplier with regard to certain scopes of delivery, RÜHL GmbH waives an order confirmation for the order or the call-off from this scope of delivery. Unless otherwise expressly stipulated in the framework agreement, an individual contract is concluded if the Supplier does not object to an order/call-off within five working days of receipt. An order confirmation deviating from the order/call-off constitutes a new offer by the Supplier. In this case, a contract is only concluded if RÜHL GmbH accepts this new offer. Call-offs according to the agreed delivery schedule do not require confirmation.

c) Demand Planning

The quantities shown in a delivery schedule are generally non-binding unless expressly agreed otherwise.

### **III. Scope of Delivery and Services / Delay**

1. The Supplier must ensure that all information, data and other circumstances relevant for the fulfilment of his contractual obligations as well as the intended use of the delivery/service by RÜHL GmbH are known to him in good time. The Supplier has to request missing information or documents from RÜHL GmbH in writing (letter, fax, e-mail) in due time. The Supplier has to inform RÜHL GmbH

immediately in writing (letter, fax, email) about existing ambiguities and to bring about a clarification.

2. Agreed delivery dates and deadlines are binding. In the case of deliveries of goods, compliance with the delivery date is determined by the handover of the defect-free goods to RÜHL GmbH during normal business hours with the agreed shipping documents at the location specified in the order. If a delivery with assembly/service has been agreed between the Contractor and RÜHL GmbH, the handover of the goods and the proper execution of the assembly/service shall be decisive for compliance with the agreed delivery date. Premature deliveries/services or partial deliveries/partial services require the prior consent of RÜHL GmbH. If the Supplier is responsible for exceeding a deadline determined by the calendar or determinable from an event, the Supplier shall be in default without a reminder. The Supplier must inform RÜHL GmbH immediately of any foreseeable delays in delivery, stating the reasons and the expected duration of the delay. In the event of a delay in delivery, RÜHL GmbH shall be entitled to the statutory claims, in particular to compensation for damages caused by the delay. Additional costs, in particular in case of necessary covering purchases, shall be borne by the Supplier. The unconditional acceptance of the delayed delivery does not constitute a waiver of contractual or statutory claims by RÜHL GmbH.

3. Unless otherwise agreed in writing, the delivery shall be made DAP (Incoterms 2020) to the place of delivery specified in the order of RÜHL GmbH. The delivery must be accompanied by any documents specified in the order.

4. The Supplier shall be obliged to state RÜHL GmbH's order number exactly on all shipping documents and delivery notes; if he fails to do so, the Supplier shall be responsible for any delays in processing resulting therefrom.

5. The Supplier has to pack the goods in such a way that they are protected from damage and to use environmentally friendly packaging material. At the request of RÜHL GmbH, the Supplier shall take back the packaging and dispose of it properly. The Supplier alone is liable for damage to the goods due to improper packaging.

### **IV. Minimum Wage Act / Posted Workers Act / Subcontractors**

1. The Contractor assures RÜHL GmbH that he will pay his employees at least the applicable statutory minimum wage and that he will observe the provisions of the law regulating a general minimum wage (Minimum Wage Act, MiLoG). The Contractor also undertakes to comply with the provisions of the Act on Mandatory Labour Conditions for Workers Posted Across Borders and for Workers Regularly Employed in Germany (Posted Workers Act, AEntG).

The Contractor may only commission subcontractors with deliveries or services with the prior consent of RÜHL GmbH. Furthermore, he assures that he will only use subcontractors or personnel leasing companies who have assured him in writing that they will comply with the regulations of the MiLoG and the AEntG and have also undertaken to demand this assurance from other subcontractors or personnel service providers to be commissioned.

2. The Contractor indemnifies RÜHL GmbH from all claims, should RÜHL GmbH be held liable for payment of the minimum wage or minimum remuneration as a guarantor (§ 14 AEntG, § 13 MiLoG) or otherwise due to the culpable violation of provisions of the MiLoG or the AEntG by the Contractor or its subcontractors. The Contractor shall reimburse RÜHL GmbH for the costs of defence against such a claim. Furthermore, RÜHL GmbH is entitled to terminate the contractual relationship without notice. The Contractor is obliged to compensate RÜHL GmbH for any resulting damages. Further contractual or legal claims of RÜHL GmbH remain unaffected.

3. The Contractor shall be obliged to pay a contractual penalty of EUR 5,000.00 for each case of culpable violation of the provisions of the MiLoG or the AEntG. The assertion of higher damages is not excluded by this agreement. Any contractual



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penalty already forfeited shall be offset against any actual damages claimed in excess thereof.

#### **V. Inspection for Defects - Liability for Defects**

1. The Supplier shall be responsible for ensuring that the deliveries and services are free from defects and suitable for the contractually agreed purpose. The Supplier shall constantly monitor the quality of his services. Prior to the respective delivery, the Supplier shall ensure that the substances intended for delivery are free of defects and comply with the agreed technical, specified and regulatory requirements and shall assure RÜHL GmbH of this in writing.
2. RÜHL GmbH is entitled to inspect the delivery according to recognised sampling procedures in the ordinary course of business. Notifications of defects by RÜHL GmbH shall be deemed to have been made in good time if defects recognisable in the course of the random sampling procedures carried out in the ordinary course of business are reported immediately after delivery or if defects not recognisable in this context are reported immediately after their discovery.
3. If the delivery or service is defective, the claims of RÜHL GmbH shall be governed by the statutory provisions, unless otherwise stated in these General Terms and Conditions of Purchase. If operational safety is jeopardised, to avert the imminent danger of high damage or to maintain RÜHL GmbH's ability to deliver to its customers, RÜHL GmbH may, after informing the Supplier, carry out the rectification itself or have it carried out by third parties if rectification by the Supplier cannot be waited for due to these circumstances or is unreasonable for RÜHL GmbH. Any resulting costs shall be borne by the Supplier.
4. RÜHL GmbH is entitled to the statutory claims for defects in full; in each case RÜHL GmbH is entitled to demand that the Supplier, at RÜHL GmbH's discretion and at the Supplier's expense, rectify the defect or provide a new item. The right to compensation, in particular the right to compensation instead of performance, is expressly reserved.
5. RÜHL GmbH is entitled to remedy the defect itself at the Supplier's expense if the Supplier is in default with the supplementary performance.
6. The limitation period is 36 months, calculated from the transfer of risk.

#### **VI. Infringement of Third Party Rights**

The Contractor guarantees that the contractual use of the delivered goods and services does not conflict with any rights of third parties, in particular patent rights, copyrights or other industrial property rights. If claims are asserted against RÜHL GmbH due to the infringement of third-party rights, the Contractor shall indemnify RÜHL GmbH against all third-party claims. If an infringement of such third-party rights is based on a culpable breach of duty by the Contractor, the Contractor shall (at his own expense) either acquire all rights necessary for RÜHL GmbH to use the delivered goods in accordance with the contract or modify the goods so that they can be used in accordance with the contract without infringing third-party rights, whereby the goods must have all the agreed properties after modification. Expenses (licence fees, costs) which RÜHL GmbH has to incur itself to avoid and/or eliminate infringements of property rights are to be borne by the Contractor. Further contractual or statutory claims of RÜHL GmbH remain unaffected.

#### **VII. Product Defect - Indemnification - Liability Insurance Cover**

1. If a claim is made against RÜHL GmbH due to a product defect which is attributable to defects in the goods delivered by the Supplier or the service provided by him, the Supplier is obliged to indemnify RÜHL GmbH against claims for damages raised by third parties and to reimburse the costs incurred by RÜHL GmbH due to such claims.
2. Within the scope of his own liability for damages within the meaning of the above paragraph 1, the Supplier is also obliged to reimburse RÜHL GmbH for any expenses in accordance with §§ 637, 670 of the German Civil Code (BGB) or in accordance with §§ 830, 840, 426 BGB, which result from or in connection with a recall action lawfully carried out by RÜHL GmbH. RÜHL GmbH will inform the Supplier about the content and scope of such a recall action - as far as possible and reasonable - in good time in advance and give him the opportunity to comment and co-operate.

3. RÜHL GmbH will inform the relevant competent authority in accordance with the provisions of the German Product Safety Act (ProdSG) in consultation with the Supplier.

#### **VIII. Prices - Invoices - Terms of Payment**

1. The agreed prices are net prices plus any statutory value added tax. Invoices shall be issued for the deliveries and services rendered which comply with the applicable statutory requirements for invoices under the VAT law of the countries to whose VAT law the invoiced deliveries/services are subject. Invoices shall be submitted without carbon copies, stating the order number, order item, account assignment, unloading point, supplier number and quantity per delivery. The Supplier agrees to participate in a credit note procedure upon request.
2. The price stated in the order/offer of RÜHL GmbH is binding. Unless otherwise agreed, payment shall be made within 14 days with a two per cent discount or within 30 days without deduction. The period begins with receipt of the contractual delivery or with acceptance of the service and a proper and verifiable invoice. In the case of acceptance of early deliveries, however, the period shall commence at the earliest on the agreed delivery date.
3. The unconditional payment by RÜHL GmbH does not imply any acknowledgement of goods or services as being in accordance with the contract, conditions and prices and does not affect the rights of RÜHL GmbH due to improper or delayed delivery/service, the inspection rights of RÜHL GmbH and the right to object to an invoice for other reasons.
4. The Supplier shall only be entitled to offset against claims of RÜHL GmbH or to assert a right of retention if and to the extent that its counterclaim is undisputed or has been recognised by a final judgement or arises from the same contractual obligation.

#### **IX. Provision of Materials - Confidentiality**

1. Materials, parts, samples, containers, special packaging, tools, measuring equipment or similar provided by RÜHL GmbH remain the property of RÜHL GmbH. In the event of processing, combining or mixing, RÜHL GmbH shall acquire co-ownership of the new product in the ratio of the value of the materials provided to the value of the overall product and the value of the processing, combining or mixing. The Supplier is not entitled to a right of retention, for whatever reason, to the materials provided.
2. The Supplier is obliged to keep all illustrations, drawings, calculations, material samples and other documents and technical or commercial information (hereinafter referred to as "confidential information") received or made known to him in the course of the business relationship strictly confidential and to protect them from unauthorised access by third parties with the same care that is used to protect comparable confidential information of his own, but at least with the care customary in the trade. The Supplier shall only pass on confidential information to employees who have a need to know it for the fulfilment of the Supplier's contractual obligations towards RÜHL GmbH and whom he has previously instructed about confidentiality and obliged them to maintain confidentiality accordingly. Confidential information may only be disclosed to third parties with the prior written consent of RÜHL GmbH. This confidentiality obligation shall also apply after the fulfilment of a contract. However, it shall not apply if and to the extent that the knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known or was demonstrably already known to the Supplier at the time of disclosure. Documents or data carriers containing confidential information must be returned or destroyed after termination of the co-operation and at any time upon request of RÜHL GmbH. The destruction must be proven to RÜHL GmbH upon request.

#### **X. REACH Regulation**

1. The Supplier undertakes to fulfil all requirements of Regulation (EC) No. 1907/2006 (REACH Regulation) as amended from time to time. In particular, the Supplier is obliged, if necessary, to register and authorise the goods and the substances and mixtures contained therein for the use notified to him by RÜHL GmbH and to provide RÜHL GmbH with a safety data sheet in the language of the recipient country.



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2. The Supplier shall inform RÜHL GmbH immediately in writing or in text form if the goods contain a substance in a concentration of more than 0.1 per cent by mass (w/w) which fulfils the criteria of Art. 57 and Art. 59 of the REACH Regulation and/or is listed in Annex XIV of the REACH Regulation.
3. The Supplier shall compensate RÜHL GmbH for all damages incurred by RÜHL GmbH due to non-compliance with the requirements of the REACH Regulation by the Supplier and shall indemnify RÜHL GmbH from any liability in this context.

**XI. Jurisdiction - Place of Performance - Applicable Law - Severability Clause**

1. The place of jurisdiction is the registered place of business of RÜHL GmbH. However, RÜHL GmbH is also entitled to take legal action against the Supplier at his general place of jurisdiction. At the discretion of RÜHL GmbH, an arbitration tribunal in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS), which shall consist of one arbitrator, shall also be responsible for actions brought by RÜHL GmbH. The place of arbitration shall be Frankfurt am Main, the language of the proceedings shall be English. If arbitration proceedings are then initiated, the parties shall recognise the decision of the arbitration tribunal as final and binding. The initiation of arbitration proceedings does not preclude recourse to interim legal protection.
2. Unless otherwise stated in the order, the place of performance shall be the registered place of business of RÜHL GmbH.
3. This contract shall be governed by the substantive laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods ("CISG") and the German conflict of laws rules.
4. The invalidity or unenforceability of a provision or parts of a provision of the contract shall not affect the validity of the remaining provisions.