General Terms and Conditions of Purchase of the senata Group
(Version: September 2026)

1. General, Scope of Application

(1) These General Terms and Conditions of Purchase ("GTCP") apply to all of the following contracts concluded between the companies of the senata group (hereinafter the "Purchaser") and their contractual partners (hereinafter the "Supplier"): – contracts of sale and contracts for the supply of goods to be manufactured or produced for the delivery of movable items ("Contracts for the Supply of Goods"), as well as – contracts for the delivery of work and services for the provision of work-related services ("Contracts for the delivery of works", in particular assembly, maintenance, repair, development and comparable services), unless otherwise agreed in writing in the individual case. Where, in Contracts for the Supply of Goods, provisions on contracts for the delivery of works and services apply in addition to the statutory provisions on sales law, these GTCP apply to the sales law part of the contract; for any elements governed by the law of contracts for work, clauses 8 and 11 apply in addition where relevant.

(2) The term "Supplier" covers both the seller within the meaning of contracts of sale and contracts for the supply of goods (§§ 433, 651 BGB) and the contractor within the meaning of contracts for work (§§ 631 et seq. BGB). The provisions in these GTCP relating to Contracts for the Supply of Goods and Contracts for the delivery of works apply to the Supplier in each of its respective roles.

(3) The companies of the senata group are: senata GmbH, Freising, ABM Greiffenberger GmbH, Marktredwitz, LMS Landshuter Metall- und Schweißtechnik GmbH, Landshut, Mitras Materials GmbH, Weiden, Optiplan GmbH, Oelsnitz/Vogtland, Qantos GmbH, Weiden, RCS GmbH Rail Components & Systems, Königsbrück, **ZSO Zerspanungs- und Systemtechnik GmbH, Oberstaufen**, PARAT Technology Group GmbH, Neureichenau, ABM Greiffenberger Polska Sp. z.o.o., Lublin, Poland, Fiberpachs S.A. Pacs del Penedes, Spain, Menzolit Ltd., Burnley, Lancashire, United Kingdom, Menzolit S.r.L. Turate, Italy, Menzolit S.L. Granollers, Spain, PARAT Technology Hungary Kft., Szügy, Hungary and Spiral Ingranaggi S.r.L, Pernumia [PD], Italy.

(4) These GTCP apply only where the Supplier is a business (§ 14 BGB), a legal entity under public law or a special fund under public law. They do not apply to construction contracts, property development contracts or contracts to which the VOB/B has been agreed.

(5) Any Supplier's general terms and conditions that conflict with or supplement these GTCP are rejected; they shall only become part of the contract if the Purchaser has expressly agreed to their validity in writing.

(6) These GTCP in their respective version also apply as a framework agreement to future contracts within the meaning of paragraph 1 with the same Supplier, without the Purchaser having to refer to them in each individual case; in this event the Purchaser will inform the Supplier without undue delay of any changes to the GTCP.

(7) Individually agreed arrangements with the Supplier (including trade clauses, side agreements, supplements and amendments) shall in every case take precedence over these GTCP. The content of such arrangements is determined by a written contract or written confirmation by the Purchaser. Where international trade clauses are used, they shall, in cases of doubt, be interpreted in accordance with the Incoterms issued by the International Chamber of Commerce in Paris (ICC) in the version applicable at the time of conclusion of the contract.

(8) Legal declarations and notices that are to be made by the Supplier to the Purchaser after conclusion of the contract (e.g. notices setting deadlines, reminders, declarations of withdrawal) must, in order to be valid, be in written form. Otherwise, text form (in particular fax or e-mail) is sufficient where written form is contractually or legally stipulated.

(9) References to the applicability of statutory provisions serve only for clarification. The statutory provisions apply even without such clarification, provided that they are not directly amended or expressly excluded by these GTCP.

2. Conclusion of Contract

(1) The contract is concluded directly between the ordering company and the Supplier based on these GTCP.

(2) An order shall become binding at the earliest when issued or confirmed in writing. The Supplier shall draw the Purchaser's attention to obvious errors (e.g. spelling and arithmetical errors) and incompleteness in the order, including order documentation, for the purpose of correction or completion before acceptance. If the Supplier fails to do so, the order shall not be binding to the extent of the error; the Purchaser shall be entitled to challenge the declaration on the grounds of error pursuant to § 119 BGB or to demand a correction.

(3) The Supplier is expected to confirm the order in writing within a period of two weeks or to perform it without reservation, in particular by dispatching the goods (acceptance), unless anything else results from the order. Late acceptance shall be deemed a new offer and shall require acceptance by the Purchaser.

3. Delivery Period, Deadlines for Performance and Delay

(1) In Contracts for the Supply of Goods, the delivery period stated by the Purchaser in the order is binding. If no delivery period is stated and none is agreed otherwise, it shall be two weeks from conclusion of the contract. The Supplier is obliged to inform the Purchaser in writing without undue delay if it is likely, for whatever reason, that it will not be able to comply with agreed delivery periods.

(2) If, in Contracts for the Supply of Goods, the Supplier does not perform or does not perform within the agreed delivery period, or is in delay, the Purchaser's rights – in particular to withdraw from the contract and claim damages – shall be determined in accordance with the statutory provisions.

(3) If the Supplier is in delay in Contracts for the Supply of Goods, the Purchaser may demand a contractual penalty of 0.3% of the net price (value of the delivery) of the goods delivered late for each started working day, but no more than 5% of the contractual value of the delivery in total. The Purchaser is entitled to claim the contractual penalty in addition to performance; any further damage may be asserted, with the contractual penalty paid being set off against the claim for damages.

(4) In Contracts for the delivery of works, the execution, completion or acceptance dates stated by the Purchaser in the order are binding. If no date is stated and none is agreed otherwise, the work must be completed within a reasonable period after conclusion of the contract; in case of doubt this period shall be two weeks. The Supplier is obliged to inform the Purchaser in writing without un-due delay if it is likely that it will not be able to comply with agreed execution or completion periods.

(5) If, in Contracts for the delivery of works, the Supplier does not perform or does not perform within the agreed execution or completion period, or is in delay, our rights – in particular to withdraw from the contract and claim damages – shall be determined in accordance with the statutory provisions (§§ 280, 281, 286, 323 BGB). If a binding completion or acceptance date has been agreed, the Purchaser may, in case of delay by the Supplier, demand a contractual penalty pursuant to paragraph 3; the net amount of the agreed remuneration for the affected work is then decisive. The contractual penalty relates solely to delay in timely completion or acceptance of the work.

4. Performance, Delivery, Passing of Risk, Acceptance, Default of Acceptance

(1) Without prior written consent of the Purchaser, the Supplier is not entitled to have essential parts of the performance owed by it rendered by third parties (e.g. subcontractors). The use of upstream suppliers within the usual production depth remains unaffected. The Supplier bears the procurement risk for its performance, unless the contract relates to a single item already manufactured.

(2) In Contracts for the Supply of Goods, delivery within Germany shall be “free domicile” to the place specified in the order. If the place of destination is not specified and nothing else is agreed, delivery shall be made to the Purchaser’s registered office. The respective place of destination shall also be the place of performance (obligation to deliver to the Purchaser).

(3) A delivery note stating the date (issue and dispatch), the contents of the delivery (article number and quantity) and the Purchaser’s order reference (date and order number) must be enclosed with the delivery. If the delivery note is missing or incomplete, the Purchaser shall not be responsible for any resulting delays in processing and payment. A separate dispatch notification (electronic advance shipping notice) containing the same information must be sent to the Purchaser.

(4) In Contracts for the Supply of Goods, the risk of accidental loss and accidental deterioration of the goods shall pass to the Purchaser upon delivery at the place of performance. In Contracts for the Supply of Goods to be manufactured or produced, this applies accordingly, insofar as acceptance is not expressly agreed for the elements governed by the law on contracts for the delivery of works. Where acceptance is agreed, this shall be decisive for the passing of risk; otherwise, the statutory provisions of the law on contracts for the delivery of works shall apply accordingly to acceptance. Delivery or acceptance shall be deemed equivalent if the Purchaser is in default of acceptance.

(5) For default of acceptance by the Purchaser in Contracts for the Supply of Goods, the statutory provisions apply. The Supplier must explicitly offer its performance even if a specific or determinable calendar time has been agreed for an act or cooperation by the Purchaser (e.g. supply of materials). If the Purchaser is in default of acceptance, the Supplier may claim reimbursement of its additional expenses pursuant to the statutory provisions (§ 304 BGB). If the contract concerns a non-fungible item to be manufactured by the Supplier (custom-made item), the Supplier shall only have further rights where the Purchaser has undertaken to cooperate and is responsible for the failure to cooperate.

(6) In Contracts for the delivery of works, the risk of accidental loss and accidental deterioration of the work shall pass to the Purchaser upon acceptance. Acceptance shall take place once the Supplier has fully completed the work, has notified the Purchaser of its completion and has handed over the documents required for testing and use. A written record of acceptance will be prepared on request.

(7) Partial acceptances require an express agreement. They are only possible for such partial performances as can be independently tested and put into operation. Where partial acceptances are agreed, risk for the respective partial performance passes to the Purchaser upon partial acceptance.

(8) For default of acceptance by the Purchaser in Contracts for the delivery of works, the statutory provisions apply accordingly. The Supplier must explicitly offer acceptance of the work to the Purchaser. Paragraph 5 applies accordingly, with acceptance taking the place of delivery.

5. Prices and Terms of Payment

(1) The price stated in the order is binding. All prices are exclusive of statutory VAT, insofar as VAT is chargeable. VAT must be shown separately in the invoice.

(2) Unless otherwise agreed in the individual case, the price includes all Supplier’s performances and ancillary services (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance). The Supplier shall take back packaging material upon the Purchaser’s request.

(3) In Contracts for the Supply of Goods, the agreed price shall, unless otherwise agreed, be due for payment within 60 calendar days of complete delivery and performance (including any ag-reed acceptance) and receipt of a proper invoice. In case of payment within 30 days, the Purchaser shall be entitled to a 3% early payment discount. Invoices must be issued separately for each order and must in particular state the Purchaser’s order reference (date and order number). The payment period shall start on the day on which the goods have properly arrived at the Purchaser.

(4) In Contracts for the delivery of works, the remuneration shall, unless otherwise agreed in writing, be due for payment within 60 calendar days of acceptance of the work and receipt of a proper, auditable final invoice. Where instalment payments have been agreed, these shall become due upon receipt of an auditable instalment invoice and achievement of the respective agreed stage of performance; no early payment discount shall be granted on instalment payments unless expressly agreed otherwise. Where the final invoice is paid within 30 days after acceptance, the Purchaser shall be entitled to a 3% early payment discount, unless otherwise agreed.

(5) The Purchaser does not owe any maturity interest. The default interest rate is five percentage points per annum above the base rate. For default by the Purchaser, the statutory provisions apply, but deviating therefrom a written reminder by the Supplier is required in every case.

(6) The Purchaser shall have statutory rights of set-off and retention and the defence of non-performance of contract. In particular, the Purchaser shall be entitled to withhold due payments as long as it still has claims against the Supplier arising from incomplete or defective performance.
(7) The Supplier shall only have rights of set-off or retention in respect of counterclaims that have been finally adjudicated or are undisputed.

6. Electronic Transmission of Order Documents and Invoices

(1) The Supplier is obliged to transmit all documents related to the execution of the contract exclusively in electronic form. This shall in particular include order confirmations, delivery notes / advance shipping notices and invoices.
(2) Transmission shall be made to the e-mail addresses or electronic receiving channels notified by the Purchaser for each company. The Supplier must ensure that the systems it uses guarantee proper delivery to these addresses.
(3) The Supplier undertakes to transmit the above-mentioned documents in a format specified by the Purchaser which is suitable for electronic processing. The Purchaser shall be entitled to notify the Supplier in text form of the formats and technical requirements accepted from time to time and to adapt them insofar as reasonable for the Supplier.
(4) Where there is a statutory obligation to transmit an electronic invoice within the meaning of § 14 of the German VAT Act (UStG) as in force from time to time ("e-invoice"), the Supplier must comply with these statutory requirements. Irrespective thereof, the Supplier is obliged to transmit order confirmations and delivery notes/advance shipping notices exclusively in electronic form as well.
(5) If the Supplier fails to comply with its obligations under the foregoing paragraphs, the Purchaser shall be entitled to refuse acceptance of documents that do not comply with the required form (but not of the goods) and to request the Supplier, setting a reasonable deadline, to retransmit them properly in electronic form. The Purchaser may charge the Supplier, to a reasonable extent, for any demonstrable additional costs incurred (e.g. manual data entry).
(6) The parties agree that statutory commercial and tax retention obligations remain unaffected by electronic transmission of documents and that the Supplier must ensure that its electronically transmitted invoices fulfil all statutory requirements.

7. Confidentiality and Retention of Title

(1) The Purchaser retains ownership and copyright in illustrations, plans, drawings, calculations, execution instructions, product descriptions and other documents. Such documents are to be used exclusively for contractual performance and returned to the Purchaser once the contract has been completed. They are to be kept confidential from third parties, including after termination of the contract.
(2) The above provisions apply accordingly to materials and substances (e.g. software, finished and semi-finished products) as well as tools, templates, samples and other items that the Purchaser provides to the Supplier for manufacture. These items must – as long as they are not processed – be stored separately at the Supplier's expense and insured to a reasonable extent against destruction and loss.
(3) Any processing, mixing or combining (further processing) of items provided by the Purchaser shall be carried out by the Supplier on behalf of the Purchaser. The same applies to further processing of the delivered goods by the Purchaser, so that the Purchaser shall be deemed the manufacturer and shall, at the latest upon further processing, acquire ownership of the product in accordance with the statutory provisions.
(4) Transfer of ownership in the goods to the Purchaser must be unconditional and irrespective of payment of the price. However, if in an individual case the Purchaser accepts the Supplier's offer of transfer of ownership conditional upon payment of the purchase price, the Supplier's retention of title shall lapse at the latest upon payment of the purchase price for the delivered goods. The Purchaser remains, in the ordinary course of business and also prior to payment of the purchase price, authorised to resell the goods, with advance assignment of the claims arising therefrom (subsidiary validity of simple retention of title and retention of title extended to resale). Retention of title arrangements other than simple retention of title or retention of title extended to resale are excluded; in particular, extended retention of title, group retention of title and retention of title extended to further processing shall not apply.

8. Defective Delivery and Work Performance

(1) For the Purchaser's rights in respect of material and legal defects of the goods arising from Contracts for the Supply of Goods (including incorrect or short delivery as well as improper assembly and defective assembly, operating or user manuals) and in respect of other breaches of duty by the Supplier, the statutory provisions apply unless otherwise specified below.
(2) The Supplier shall in particular be liable for ensuring that the goods have the agreed quality at the time risk passes to the Purchaser. Any product descriptions that – in particular by designation or reference in the order – form part of the respective contract or have been included in the contract in the same way as these GTCP shall be deemed to be agreements on quality; it is irrelevant whether the product description originates from the Purchaser, the Supplier or the manufacturer.
(3) Contrary to § 442 para. 1 sentence 2 BGB, the Purchaser's rights in respect of defects in Contracts for the Supply of Goods remain in full even if the Purchaser was unaware of the defect at the time of conclusion of the contract due to gross negligence.
(4) For the commercial duty to inspect and notify defects in Contracts for the Supply of Goods, the statutory provisions (§§ 377, 381 HGB) apply with the following proviso: the Purchaser's duty to inspect extends to defects that are apparent on the occasion of its incoming goods inspection by external examination including the delivery documents as well as in its quality control by random sampling (e.g. transport damage, incorrect or short delivery). For other defects, the extent to which an inspection is possible in the ordinary course of business taking into account the circumstances of the individual case is decisive. Where acceptance has been agreed, there is no duty to inspect. The Purchaser's duty to notify defects discovered at a later date remains unaffected. In all cases, a notice of defect shall be deemed to be without undue delay and in good time if sent within 2 weeks.
(5) Subsequent performance in Contracts for the Supply of Goods also includes removal of the defective goods and reinstallation, provided that the goods have been installed in another item in accordance with their intended purpose. The Supplier shall bear the costs incurred for the inspection and subsequent performance if a defect actually exists. If it transpires that there is no defect, the Purchaser shall bear the costs where it knew or, due to gross negligence, did not know that there was no defect; otherwise, the statutory allocation of costs shall remain applicable.

(6) If, in Contracts for the Supply of Goods, the Supplier fails to fulfil its obligation of subsequent performance – at the Purchaser's discretion by remedying the defect (repair) or delivering goods free of defect (replacement delivery) – within a reasonable peri-od set by the Purchaser, the Purchaser may remedy the defect itself and demand reimbursement from the Supplier of the expenses necessary for this or an appropriate advance in accordance with §§ 280, 281, 283, 286 BGB. If subsequent performance by the Supplier has failed or is unreasonable for the Purchaser (e.g. due to particular urgency, threat to operational safety or impending occurrence of disproportionate damage), no deadline needs to be set; the Purchaser shall inform the Supplier without undue delay, and where possible in advance, of such circumstances.

(7) Otherwise, in the event of a material or legal defect in the goods, the Purchaser shall be entitled under the statutory provisions to reduce the purchase price or withdraw from the contract. Furthermore, the Purchaser shall have statutory rights to damages and reimbursement of expenses.

(8) In Contracts for the delivery of works, the Purchaser shall, in the event of material or legal defects in the work, have the statutory rights under §§ 634 et seq. BGB. Subsequent performance includes remedying the defect or producing a new work free of defect. The Supplier shall bear the costs incurred for inspection and repair where a defect actually exists.

(9) If, in Contracts for the delivery of works, the Supplier fails to fulfil its obligation of subsequent performance within a reasonable period set by the Purchaser or if subsequent performance fails, the Purchaser may remedy the defect itself or have it remedied by third parties and, in accordance with § 637 BGB, demand reimbursement of the expenses necessary for this or an appropriate advance. If subsequent performance by the Supplier is unreasonable, no deadline needs to be set; the Purchaser shall inform the Supplier without undue delay, and where possible in advance, of such circumstances.

(10) Otherwise, in the event of a material or legal defect in the work, the Purchaser shall, under the statutory provisions, be entitled to reduce the remuneration or withdraw from the contract for work; furthermore, the Purchaser shall have statutory rights to dam-ages and reimbursement of expenses.

(11) Contrary to § 634a para. 3 in conjunction with § 442 BGB, the Purchaser's rights in respect of defects arising from Contracts for the delivery of works shall also remain where the Purchaser was unaware of the defect at the time of conclusion of the contract due to gross negligence, unless the Supplier proves that it did not know and was not required to know of the defect.

9. Supplier's Recourse (Contracts for the Supply of Goods)

(1) The following provisions on Supplier's recourse apply exclusively to supply chains governed by Contracts for the Supply of Goods within the meaning of §§ 433, 651 BGB. They do not ap-ply to Contracts for the delivery of works within the meaning of §§ 631 et seq. BGB.

(2) The Purchaser's statutory rights of recourse within a supply chain (Supplier's recourse pursuant to §§ 478, 479 BGB) shall exist in addition to its rights in respect of defects, without re-striction. In particular, the Purchaser shall be entitled to demand from the Supplier precisely that form of subsequent performance (repair or replacement delivery) that it owes to its own customer in the individual case. The Purchaser's statutory right to choose (§ 439 para. 1 BGB) is not thereby restricted.

(3) Before the Purchaser accepts or fulfils a claim for defects asserted by its customer (including reimbursement of expenses pursuant to §§ 478 para. 3, 439 para. 2 BGB), the Purchaser shall notify the Supplier and request a written statement, briefly setting out the facts. If no statement is made within a reasonable period set by the Purchaser and no amicable solution is reached, the Purchaser shall take into account the information on the facts available to it when settling the claim. Within the framework of Supplier's recourse, the Supplier may state and prove that the conditions for the claims fulfilled by the Purchaser vis-à-vis its customer were not met.

(4) The Purchaser's rights of recourse against the Supplier shall also exist where the goods have been further processed by the Purchaser or one of its customers, e.g. by installation in another product, before being sold to a consumer.

10. Product Liability

(1) If the Supplier is responsible for a product-related loss, it shall indemnify the Purchaser against third-party claims to the extent that the cause lies within its sphere of control and organisation and it is itself liable to third parties.

(2) As part of its duty to indemnify, the Supplier shall also reimburse expenses under §§ 683, 670 BGB arising from or in connection with claims by third parties, including hazard prevention measures taken by the Purchaser (e.g. product recalls). The Purchaser shall inform the Supplier – where possible and reasonable – in advance of the nature and scope of recall measures and give it the opportunity to comment. Further statutory rights shall remain unaffected.

(3) The Supplier shall take out and maintain product liability insurance with a combined cover of at least EUR 10 million per event of personal injury/property damage. Upon the Purchaser's writ-ten request, the Supplier shall extend its product liability insurance within a reasonable period to include recall costs and submit to the Purchaser corresponding confirmation from the insurer.

11. Limitation Periods

(1) The reciprocal claims of the contractual parties shall be subject to limitation in accordance with the statutory provisions unless otherwise specified below.

(2) Contrary to § 438 para. 1 no. 3 BGB, the general limitation period for claims in respect of defects (warranty period) arising from Contracts for the Supply of Goods shall be three years from the date risk passes. Where acceptance has been agreed, the limitation period shall commence upon acceptance. The three-year limitation period shall apply accordingly to claims in respect of legal defects, including intellectual property rights, with the statutory limitation period for real rights of third parties to claim restitution (§ 438 para. 1 no. 1 BGB) remaining unaffected; moreover, claims in respect of legal defects shall in no case become time-barred as long as the third party can still assert the right against the Purchaser – in particular due to absence of limitation.

(3) Upon receipt by the Supplier of a written notice of defect, limitation of claims in respect of defects arising from Contracts for the Supply of Goods shall be suspended. In the event of subsequent performance, limitation of claims in respect of defects shall be suspended again; for replaced or repaired parts, a limitation period shall apply from subsequent performance that corresponds at least to the remaining duration of the original limitation period, but not more than three years from subsequent performance, unless the Supplier was – as recognisable to the Purchaser – not obliged to subsequent performance (gesture of goodwill).

(4) In Contracts for the delivery of works, the Purchaser's claims in respect of defects shall be subject to limitation in accordance with § 634a BGB. Where legally permissible, the limitation period for claims in respect of defects arising from Contracts for the delivery of works that do not relate to buildings or work on a building is set, contrary to § 634a para. 1 no. 1 BGB, at three years. The period commences upon acceptance of the work.

(5) Upon receipt by the Supplier of a written notice of defect, limitation of claims in respect of defects arising from Contracts for the delivery of works pursuant to § 634a BGB shall be suspended. In the event of subsequent performance, the suspension provisions in para-graph 3 sentences 2 and 3 shall apply accordingly; for replaced or repaired work parts, a limitation period shall apply from subsequent performance that corresponds at least to the remaining duration of the original limitation period, but not more than three years from subsequent performance, unless the Supplier was – as recognisable to the Purchaser – not obliged to subsequent performance (gesture of goodwill).

(6) The limitation periods under sales law, including the above extensions, shall apply – to the extent permitted by law – to all contractual claims in respect of defects arising from Contracts for the Supply of Goods. The limitation periods under the law on contracts for the delivery of works, including the rules set out in paragraphs 4 and 5, shall apply – to the extent permitted by law – to all contractual claims in respect of defects arising from contracts for the delivery of works. Where the Purchaser also has non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) shall apply to these, unless application of the limitation periods under sales law or the law on contracts for work leads, in the individual case, to a longer limitation period.

12. Compliance, Environmental Protection, Safety, Health Protection and Energy Efficiency

(1) The Supplier is obliged to comply with all applicable legal provisions regarding environmental protection, energy efficiency, occupational safety, accident prevention, transport and plant safety.

(2) Where services are rendered within a site operated by a company of the senata group, the specific site regulations for the use of external companies at that site must also be complied with.

(3) Goods and services shall be manufactured and rendered such that, on the date of delivery or performance, they comply with the current state of the art as well as all applicable statutory and official regulations and meet accident prevention requirements.

(4) Machines and technical work equipment must be CE-compliant and delivered with complete, up-to-date technical documentation (EC declaration of conformity or incorporation and operating or installation instructions).

(5) In the case of delivery of hazardous substances, the Supplier is obliged, without being requested and prior to delivery, to provide the EC safety data sheet. The Supplier warrants that its deliveries comply with the provisions of Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH Regulation").

(6) The Supplier warrants that goods to be delivered, where applicable, comply with the requirements of the Dodd-Frank Act (conflict minerals) and of EU Directive 2011/65 ("RoHS Directive") on the restriction of the use of certain hazardous substances in electrical and electronic equipment.

(7) Product Carbon Footprint / Sustainability Data

(i.) The Supplier is obliged to provide the Purchaser with the data required to determine the Product Carbon Footprint (PCF) for all products and materials supplied. This shall include in particular the CO_2 equivalents per unit of product (e.g. per piece or per kilogram) as well as the system boundaries and assumptions on which the calculations are based.

(ii.) The PCF data shall be determined in accordance with a recognised standard (e.g. DIN EN ISO 14067 or an equivalent standard for quantifying and reporting the Product Carbon Footprint). The Supplier shall specify the standard and methodology used in an appropriate manner.

(iii.) The data shall be transmitted by the Supplier free of charge, in electronic form and in a format specified by the Purchaser (e.g. Excel template, CSV, API). They must be available at the latest prior to the first delivery of the respective product. Changes to the product or manufacturing process that significantly affect the PCF must be communicated to the Purchaser without undue delay and documented by updated data.

(iv.) The Supplier confirms that, to the best of its knowledge, the PCF data transmitted are accurate and complete. On request by the Purchaser, the Supplier shall provide additional information on the data basis and on the calculation methods used, insofar as this is necessary for compliance with statutory reporting obligations or for informing the Purchaser's customers.

(v.) If the Supplier fails to comply with its duty to transmit PCF data despite a reasonable deadline being set or transmits information which clearly does not comply with the agreed or industry-standard methods for determining PCF, the Purchaser shall be entitled to exclude the relevant products from use in PCF calculations until proper data are supplied and to indicate this accordingly to its customers and authorities. Further contractual rights of the Purchaser shall remain unaffected.

(8) Packaging Materials / Supplier's Duty to Provide Information

(i.) The Supplier is obliged to provide the Purchaser with the information required to comply with applicable Union and national provisions on packaging and packaging waste (in particular the Packaging and Packaging Waste Regulation – PPWR) for all packaging used for the products supplied, insofar as these pro-visions apply to the packaging used by the Supplier.

(ii.) This shall in particular include:

a) the precise material composition of the packaging components (e.g. primary, secondary and transport packaging),

b) the respective weight of the individual packaging components,

c) information on the recyclability of the materials used as well as, where applicable, on the proportion of recycled material and on additives used.

(iii.) The information shall be transmitted free of charge, in electronic form and in a format specified by the Purchaser. It must be available at the latest prior to the first delivery of the respective product and must be updated without undue delay upon any relevant change to the packaging or its composition.

(iv.) The Supplier confirms that, to the best of its knowledge, the in-formation transmitted is accurate and complete. At the Purchaser's request, the Supplier shall provide additional technical documentation or certificates, insofar as this is necessary for compliance with the Purchaser's statutory obligations or for informing the Purchaser's customers.

(v.) The Supplier's cooperation in providing and updating this information is a material contractual obligation. If the Supplier fails to comply with this obligation despite a reasonable deadline being set, the Purchaser shall be entitled to exclude affected products from its range and to refuse orders in this respect. The Purchaser's further rights shall remain unaffected.

13. Choice of Law and Jurisdiction

(1) These GTCP and all legal relationships between the Purchaser and the Supplier shall be governed by the law of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods. The prerequisites and effects of retention of title shall be governed by the law at the location of the goods, insofar as the choice of German law is inadmissible or invalid under that law.

(2) If the Supplier is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive – also international – place of jurisdiction for all disputes arising out of the contractual relationship shall be the court at the registered office of the respective purchasing company. The Purchaser shall, however, be entitled to bring an action against the Supplier at the place of performance or at the Supplier's general place of jurisdiction.