

Albert Ziegler GmbH · Giengen/Brenz · Germany

Terms and Conditions of Purchase

1 General

All of our orders are based solely on our Terms and Conditions of Purchase. The validity of any contract conditions applied by the supplier is excluded even if we do not expressly object to such conditions and accept delivery without objection. Even if we refer to a letter containing or referring to the General Conditions of the supplier or a third party, this does not constitute acceptance of the validity of these General Conditions. Deviations, contract changes, supplements and additional verbal agreements of the supplier are only valid with our express, written confirmation; they apply only to the transaction they were agreed for. Within an ongoing business relationship, these terms and conditions shall also apply to future contracts and business decisions, even if these are not expressly incorporated into the contract again.

Our Terms and Conditions of Purchase also apply to the other companies of ZIEGLER Group, unless otherwise agreed. An overview of the group members can be found on our website www.ziegler.de.

These Terms and Conditions of Purchase apply only to contracts with companies.

2 Offer, Order, Contract Conclusion

The supplier must adhere to the specifications of our enquiry when making offers. If its offer deviates from our enquiry, it must expressly point out where this is the case.

As regards the scope of delivery, our order is decisive. Our order must be accepted by the supplier within 10 days of the day of receipt of our order by the supplier, stating our order data. If the supplier does not expressly accept our order within 10 days from the date of receipt of the order, the order shall be deemed to have been unconditionally accepted based on our Terms and Conditions of Purchase. The decisive factor for timely acceptance is receipt of the declaration of acceptance by us.

After receipt of our order, the supplier must also declare its acceptance of our Terms and Conditions of Purchase. If no such express declaration is given, the execution of our order in any case shall be deemed to constitute acceptance of our Terms and Conditions of Purchase.

All correspondence must be conducted with our Purchasing Department, which is responsible for this matter. Staff from our other departments have no authority to change any orders or contracts. Agreements between the supplier and the staff of other departments therefore require express written confirmation from our Purchasing Department, which is responsible for this matter, otherwise they are invalid.

3 Prices

Unless otherwise agreed in writing, the price includes freight and transport up to the delivery address specified by us, as well as transport insurance and packing. Any additional claims whatsoever are excluded. If an express delivery is carried out at our request, the cost of the express delivery additional to that of normal freight may be calculated for us. If by way of exception "FCA" (Incoterms® in their currently valid version) has been agreed, the delivery must be made using the carrier we have specified. If by way of exception delivery is carried out using the supplier's carrier, we accept only the cost of the cheapest delivery method and the cheapest delivery route; whereby all costs incurred up to handover to the carrier, including loading and carriage as well as customs costs, shall in this case also be borne by the supplier. We will take out the transport insurance necessary for "FCA" deliveries or such ourselves.

The supplier shall bear the risk of loss or damage until acceptance of the goods by us or by our agent at the place to which the goods are to be delivered, as stated in the order.

We do not agree to any price adjustment or price increase clauses. By agreeing on a price valid on the day of delivery (day price clauses), our agreement only covers a situation where the price for the delivery item depends on a commodity exchange listing (e.g. listed metals).

All prices are net without VAT.

4 Delivery time

The delivery times and delivery dates stated in our order are binding. The decisive factor for compliance with the delivery date or the delivery time is receipt of the goods by us or at the delivery address designated by us, for services or work performed, the day of formal acceptance.

If no delivery period has been agreed, the service must be provided immediately, unless the circumstances dictate otherwise.

If the day on which the delivery must be made at the latest can be determined based on the contract, the supplier shall be in default at the end of this day, without the need for any reminder from us.

We do not agree to any limitations of liability and disclaimers of liability whatsoever on the part of the supplier in the event of late delivery.

The supplier is obliged to notify us immediately in writing if any circumstances occur or become apparent to it that indicate that the agreed delivery time cannot be met.

In the event of delayed delivery, we are entitled to our statutory rights in full, including a right of withdrawal and a right to damages instead of contractual performance after unsuccessful expiry of a reasonable grace period, unless otherwise agreed in the order or in relevant framework agreements. The unconditional acceptance of a delayed delivery or service does not constitute a waiver of any claims for damages that we may have due to the delayed delivery or service.

In the case of delayed deliveries, we are entitled to demand a contractual penalty in the sum of 0.5 %, up to a maximum of 5 % of the respective order value after a prior written warning to the supplier for each commenced week of delay in delivery culpably caused by the supplier. The contractual penalty shall be set off against the prejudice caused by the delay, which prejudice must be compensated for by the supplier.

5 Quantity and number of items

Only the quantities and numbers of items ordered will be accepted. Over- or under-deliveries are only permitted if agreed with us in advance. If partial quantities have been agreed, the remaining quantity must be listed.

6 Invoicing and terms of payment

The invoice must be sent separately, preferably as a PDF document, to the email address rechnung-azg@ziegler.de. It must show our order number, order date, article number, delivery quantity, delivery address and the VAT identification number of the supplier. All invoices must comply with the provisions of the VAT statute. We reserve the right to return any invoices that do not meet the above conditions to the supplier for completion. If one or more of these details is absent and causes us to delay the processing we carry out as part of our normal business, the payment deadlines listed below shall be extended by the period of the delay.

Unless otherwise agreed, payment shall be made at our discretion, either within 14 days less 3 % discount or within 30 days less 2 % discount or within 60 days without any deduction, and in each case after receipt of the complete delivery and correct invoice. As regards the timeliness of the payments owed by us, the receipt of our remittance order from our bank is sufficient.

A cash discount may also be deducted whenever we make a set off or assert any legitimate retention.

Our payments are always made subject to rectification or recovery in the event that the underlying calculation is subsequently found to be incorrect or if there are any objections, and provided also that the goods have been received properly. Payments do not imply any recognition that the delivery or service is in compliance with terms of the contract.

We do not agree to the stipulation of maturity interest or default interest rates that exceed the statutory interest rates.

Claims of the supplier against the purchaser may only be assigned with the purchaser's express written consent. Consent may not be unreasonably withheld. The provisions of § 354a of the German Commercial Code (HGB) remain unaffected by this.

7 Delivery, packing and formal acceptance of delivery

Delivery is at the risk of the supplier. The supplier must ensure at its own expense that the transport risk is fully covered by insurance.

The delivery item must be packed properly. The packing must comply with all technical, legal and official regulations. The supplier is obliged to state our order number on all transport documents and delivery notes.

Partial deliveries and early deliveries are only accepted after express agreement and we do not undertake to pay in full or in advance. For agreed partial consignments, the supplier must indicate the quantity remaining.

In the case of delivery earlier than agreed, we reserve the right to return the goods at the supplier's expense. If in the event of premature delivery, no return is carried out, the goods shall be stored at the expense and risk of the supplier until the delivery date.

We expressly refer to our logistics guide, which can be found on our website www.ziegler.de.

8 Incoming inspection and complaints

Deliveries which involve major quantities of the same parts, in particular smaller components, will be examined by us using a statistical random sampling procedure. In this regard, the supplier waives all possible objections under § 377 HGB. If the samples result in defective parts, we are entitled, at our discretion, either to reject the entire delivery without further investigation or else to carry out a further investigation. The supplier bears the entire cost of any further investigation.

In the case of ongoing business relationships as well as when a delivery item has first been checked, tested and released, the supplier has a duty to inform us in writing about any change to the product without being requested to do so. In the case of an on-going delivery or post-release delivery, the supplier has a further duty to inspect the delivery item for any deviations and changes as regards any change in manufacturing conditions in its facility in terms of operation, relocation, replacement of tools, machinery or the introduction of new manufacturing processes and to notify us in writing of any such deviations and changes.

If the supplier fails to provide such notification in the above-mentioned cases, the notice period pursuant to § 377 (3) HGB shall be extended to one week after the defect has been uncovered in cases where the changed nature of the delivery item gives rise to a defect.

The supplier is obliged to check the goods before delivery, so as to ascertain if they meet the specifications specified in the order and are free from defects.

9 Quality standard, warranty and compensation

The supplier warrants that all of the items supplied by it and all of the services provided by it comply with the latest state of technology, the latest applicable legal provisions and the regulations and guidelines of the competent authorities, professional associations and trade associations as well as with the specified performance data and values.

In this case, the supplier must, as far as applicable, comply with the EC Machinery Directive 2006/42 / EC; the DIN-VDE standards VDE 0700-1-2024-07 (DIN EN 60335-1); the Low Voltage Directive 2014/35 / EU; the EU Declaration of Conformity or EC Declaration of Conformity of the EMC Directive (EMC) 2014/30 / EU; the duty to effect CE marking; whereby the delivered products approved by the Federal Motor Transport Authority must comply with the guidelines for granting approval and their supplements (electrical components of ECE-R10 Rev6). Compliance with the requirements must be demonstrated at specific intervals or on request. Product changes may only be made after prior consultation with the license holder. If other guidelines and standards are applicable to the condition at the time of delivery, they shall apply accordingly. Deviations from relevant regulations and guidelines are only permitted with our prior written consent, even if the alternative implementation procedure provides the same level of security. Our consent does not release the supplier from its sole liability for the legality and suitability of the delivered items or the service provided. If we require a special implementation method, the supplier must inform us of any concerns immediately in writing. If it violates its duty to inform us in this way, it must fully support the legality and suitability of the delivery or service. Furthermore, the supplier is obliged, prior to delivery, to familiarize itself with the relevant installation and operating conditions and, where necessary, to provide appropriate technical advice in order to ensure the suitability of the delivered goods or services.

The supplier also warrants that all items delivered by it are in its full ownership and that no other third-party rights (such as liens, other creditor positions from sales of receivables, hire purchase, reservation purchase, etc.) are in conflict therewith and that its delivery / performance causes no breach of any law, especially in regard to compliance with the laws, regulations or other provisions of any official body.

The supplier is obliged to indemnify us from any claims that third parties may assert against us in respect of the breaches mentioned in clause 9 and to reimburse us for all necessary expenses connected with the invocation thereof.

The parts supplied by us as well as the third-party parts supplied at our request shall be examined by the supplier for their suitability, who must also inform us in writing of any concerns. In the event of a breach of this obligation, the above provision shall apply accordingly.

At our request, the supplier is obliged to provide a sample, a test model and / or data sheets in respect of the goods to be delivered. The characteristics of the sample or test model and the details contained in the data sheets are hereby agreed upon as warranted characteristics. The supplier must provide a factory certification or certificate in accordance with EN 10204 and the confirmations for the CE, E or EMC markings without request, and must hand them over to the purchaser together with the delivery. The details contained in the factory certification or certificate are hereby agreed on as being warranted characteristics.

The limitation period for claims for defects of movable items is two years, provided that in any individual agreements made, no longer period is provided by either the following provisions or by the general law.

The limitation period for claims for defects for complete aggregates, which can typically only be checked for suitability by commissioning and trial operation by the end customer, is 30 months, insofar as in individual cases in agreements made, no longer period is provided by either the following provisions or by the general law.

The limitation period for claims for defects for repaired items and parts or spare parts is two years, calculated from completion of the repair or replacement, unless a longer period is provided by law.

For delivery parts that could not remain in operation during investigation of the defect and / or the removal of defects, an ongoing warranty period shall be extended by the period during which business was interrupted. Unless otherwise agreed, the supplier is obliged to provide replacement parts for the products delivered to us for a period of at least two years after delivery. If the supplier intends to discontinue the production of spare parts for the products delivered to us, it must inform us accordingly immediately after the decision to do so has been taken. This decision must be taken, subject to sentence 1, at least six months before the cessation of production.

We do not agree to any restriction of our statutory warranty rights and claims or to our statutory compensation entitlements.

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Even if purchase contract law applies, we can demand withdrawal, reduction, replacement or repair at our discretion. If the defect elimination process is carried out at the end customer or user, the supplier must also bear the associated elimination and installation costs.

Even if purchase contract law applies, we are entitled to remedy the defect ourselves and to demand compensation for the necessary expenses if the supplier is in default as regards the elimination of the defect.

The same applies if there is no delay in urgent cases after consultation with the supplier, including if we are at an unusually high level of risk or if the likely costs of the supplier are higher than the costs of rectification of the defect by us or by third parties.

10 Product liability, indemnification, liability insurance

The supplier must carry out a quality assurance check that is appropriate in terms of type and scope, in accordance with the latest state of technology and must also prove to us that this has been done on request.

It agrees to conclude a quality assurance agreement with us and to allow auditing of its company by prior arrangement in each case.

The supplier is obliged to point out to us any risks that emanate from its product – including in the event of improper use.

Where the supplier is responsible for a loss event for which we are liable externally – be it arising from § 823 of the German Civil Code (BGB), the Product Liability Act or a breach of the above obligations, in particular those pertaining to quality assurance – it is obliged to indemnify us against third party claims for compensation at our first request insofar as these are attributable to a defective product delivered by it or defective service supplied by it.

Within this framework and scope, the supplier is also obliged to reimburse us for any expenses arising out of or in connection with a warning or recall measure carried out by us. We will inform the supplier – as far as possible and reasonable – regarding the content and scope of the intended warning or recall measure and give it the opportunity to comment.

The supplier undertakes to maintain a product liability insurance policy with blanket coverage of at least € 10 million per incident of personal injury / property damage. Insofar as we are entitled to further damages, these shall remain unaffected.

On request, the supplier must provide us with a copy of the valid insurance contract.

11 Rights of retention, set-off, assignment

In the case of defective delivery or service, we are entitled to retain our payment in full, unless good faith dictates otherwise.

The assignment of claims against us is legally effective only with our written consent or approval.

We do not agree to any limitation of our statutory offsetting rights or rights of retention.

12 Property rights

The supplier warrants that no third-party intellectual property rights, including any patent and trademark rights connected with its delivery, in the countries of the European Union or other countries in which it manufactures or arranges to manufacture the products, are infringed.

In the event that we are sued by a third party for such an infringement, the supplier shall be required to exempt us from these claims at our first written request. All expenses incurred by us in connection with such third-party claims must be reimbursed to us.

13 Retention of title, property rights, tools

The supplier is entitled to deliver the goods under simple retention of title until their payment. We do not agree to any further retention of title provisions, in particular to any so-called extended or prolonged retention of title or reservations by a corporate group.

We reserve our title to tools, models, devices or the like ("tools or similar") owned or paid for by us in whole or in part or procured by us. The supplier is obliged to use these tools or similar items only to produce the goods ordered by us. Without our prior consent, these tools or similar items may not be made available to any third party. The tools or similar items must be returned to us immediately after completion of the manufacture of the goods ordered or upon termination of the relevant order, whichever occurs first. Clause 15 applies mutatis mutandis to the tools or similar items.

The supplier is required to insure the tools or similar items belonging to us at its own expense against damage caused by fire, water or theft. The contracting parties already agree that ownership of all of the tools or similar, which the supplier produces or has produced on our behalf, passes to us, provided that we compensate the supplier for the cost thereof, as agreed. Where we participate only to a fraction of the costs for this, the supplier here and now grants us a co-ownership share in the amount of this fraction of the tools or similar items. The supplier must inform us in the corresponding invoice of our percentage share of the tools or similar items. Storage of the tools or similar items for us by the supplier free of charge is here and now agreed on. The supplier is obliged to carry out the maintenance and inspection work needed for our tools or similar items as well as all maintenance and repair work at its own expense in good time. Any incidents shall be reported to us by the supplier immediately in writing; if it fails to do so culpably, any claims for damages shall remain unaffected. The supplier is obliged to produce the tools or similar items in accordance with the latest state of technology and in compliance with all applicable regulations. This applies in particular to the relevant accident prevention regulations.

If we provide the supplier with parts for the production of goods ordered, we retain title to them until the supplier transfers the goods ordered to us. Processing or transformation of these parts (§ 950 BGB) by suppliers is carried out exclusively for us as a manufacturer.

14 Work on the factory premises

Companies carrying out work on the purchaser's factory premises are obliged to comply with the applicable factory regulations. The factory regulations are displayed at the gate to the factory premises and are binding. The instructions of the purchaser's management personnel must be followed at all times.

The contractor undertakes to inform its employees and, if agreed, any third parties employed, comprehensively about the applicable regulations, safety and occupational health and safety rules and to ensure that they are complied with. The contractor is liable for the conduct of its employees and any third parties employed as if it were its own conduct.

The contractor bears sole responsibility for the safety of its employees and any third parties employed. The contractor shall be liable to the extent permitted by law for accidents, personal injury, or property damage arising in connection with the work on the factory premises. The purchaser shall not be liable unless there is intentional or grossly negligent behavior on the part of the purchaser.

The contractor undertakes to maintain adequate public liability insurance for the duration of the work and to provide evidence of this to the purchaser upon request.

In the event of violations of statutory provisions, the Works Regulations, or other safety and occupational health regulations, the purchaser shall be entitled to immediately suspend the work or to expel the contractor from the factory premises. Any additional costs, delays, or damage resulting therefrom shall be borne by the contractor.

15 Confidentiality

The documents provided by us to the supplier for the manufacture of the delivery item remain our property and may not be used, reproduced or made available to third parties for any other purposes. On request, they must be returned to us in full, including all copies. The same applies to drawings and documents that the supplier produces in accordance with our instructions; whereby the contracting parties here and now agree that the ownership of these documents is transferred to us and the documents shall be kept by the supplier for us. The contracting parties here and now agree that an exclusion of the right of retention has been agreed. The supplier undertakes to treat as confidential all non-public commercial or technical details that become known to it as a result of its business relations with us and not to make them available to third parties.

Where the supplier makes goods, tools or documents available to third parties e.g. sub-suppliers with our consent, the latter obligations must also be imposed on them. The supplier is liable for all damages arising from a breach of any of the above obligations.

16 Amendments

The supplier is obliged to request current drawings or documents from our Purchasing Department if it has no current documentation. In particular, the supplier must ensure that the current drawings index on the order agrees with its documents.

The supplier bears the obligation to obtain the required documents at its own initiative.

17 Self-execution, subcontractors

The supplier is obliged to carry out the order itself. It is not entitled to pass the contract on to third parties or to engage subcontractors without written consent.

18 Environmental protection, compliance

ZIEGLER Group regards responsibility for society, employees and the environment as an integral part of its business model.

By procuring goods and services internationally, we provide our customers with reliable, high-quality products.

For this reason, we expect our suppliers to comply with the following standards, based on the relevant national and possibly international legislation:

- Environmental laws, standards and guidelines
- Basic human and labour rights, in particular with regard to health and safety at work, working hours and pay
- Prohibition of child and forced labour
- Prohibition of corruption both during cooperation with us and on the part of the supplier in relation to its own business partners
- Compliance with applicable antitrust regulations
- Compliance with the applicable regulations governing the use of external contractors when performing work on our premises (including our contractor and site regulations)

19 Customs regulations and export control

The supplier is required to inform us about any restrictions or approval requirements when (re-)exporting its products, in terms of German, European, US export or customs regulations, as well as terms of other export and customs regulations of the country of origin of its products.

This information must be reported in writing to the Export Control Department in good time prior to the first delivery.

The associated communication must contain the following data: Ziegler article number, description of the goods, applicable export list number in accordance with Schedule AL to the German Foreign Trade Ordinance or comparable list items (including the US Commerce Control List (with ECCN number)), the trade policy place of origin of the goods, the statistical commodity code (HS code) and a contact person and their contact details for the clarification of any queries. In addition, the supplier undertakes to inform us immediately of any changes to the above-mentioned provisions for products delivered or to be delivered within the current business relationship. The supplier undertakes to provide us with all other foreign trade data pertaining to its products in good time on request.

The supplier undertakes to issue supplier declarations for all goods with or without preference.

20 Final provisions

The supplier is aware and agrees that all data relating to them, in particular personal data within the meaning of the EU General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG), will be stored, processed, and used as part of our electronic data processing. Processing shall be carried out exclusively for the purposes specified in the contract and in compliance with the applicable data protection regulations.

The law of the Federal Republic of Germany applies exclusively; with the applicability of the CISG being excluded, however.

Court jurisdiction is that of the place of the registered office of the purchaser, if the supplier is a registered trader within the meaning of § 38 para. 1 of the Code of Civil Procedure (ZPO). However, we have the right to bring an action at the place of the registered office of the supplier. This agreement on court jurisdiction also applies to cheque and bill of exchange processes.

If any individual provisions of these contract conditions are or become invalid, this shall not affect the validity of the remaining provisions. If part of a clause is invalid, the validity of the rest of the clause remains unaffected, provided it is separable from the relevant part of the clause in terms of content, and furthermore is understandable on its own and gives rise to an enduring meaningful provision within the overall structure of the contract.