

# General Terms and Conditions of Purchase

spirit of excellence

## 1. Scope

- 1.1. These general terms and conditions of purchase (hereinafter referred to as "**General Terms and Conditions of Purchase**") apply only with respect to traders in the execution of their commercial or independent professional activities and with respect to legal persons under public law. They apply to all business transactions between Richard Wolf GmbH, RIWOspine GmbH, Kurt Semrau GmbH, and RIWOLINK GmbH, or a German company affiliated with these companies in accordance with Section 15 ff. of the German Stock Corporation Act (hereinafter referred to as the "**CUSTOMER**") and the contractor, even if they are not mentioned in subsequent contracts.
- 1.2. Conditions of the contractor which conflict with, are in addition to, or deviate from these General Terms and Conditions of Purchase shall not form part of the contract, unless the CUSTOMER has consented to their validity in writing. These General Terms and Conditions of Purchase also apply if the CUSTOMER accepts a delivery or work or services performed from the contractor (work or service performed hereinafter referred to jointly as "**Performance**") without reservation in the knowledge of conflicting, additional, or deviating conditions.
- 1.3. Agreements which conflict with, are in addition to, or deviate from these General Terms and Conditions of Purchase concluded between the CUSTOMER and the contractor are to be set down in writing. This also applies to the revocation of this requirement for the written form. In addition to faxes, emails and scans also meet the requirement for the written form.
- 1.4. Rights to which the CUSTOMER is entitled in accordance with statutory regulations or other agreements and which extend beyond these General Terms and Conditions of Purchase shall remain unaffected.

## 2. Conclusion of the Contract and Contract Amendments, Execution of the Contract, Spare Parts

- 2.1. Quotations, designs, plans, cost estimates, samples, and models produced by the contractor shall be provided to the CUSTOMER free of charge. At the request of the CUSTOMER, they shall be taken back by the contractor without delay and at the contractor's expense.
- 2.2. A purchase order or work order (hereinafter both referred to as "**Order**") shall only be regarded as binding if it has been placed by the CUSTOMER in writing. A purchase order that has been created electronically and does not include a signature and name shall be deemed to constitute the written form. If the Order contains obvious mistakes, spelling errors, or calculation errors, it shall not be binding for the CUSTOMER.
- 2.3. A written order confirmation which explicitly specifies the price and date of performance must be submitted by the contractor without delay – no later than five (5) working days following receipt of the Order – in the form of a PDF file via email or in SNC (Supplier Network Collaboration). Deviations between the order confirmation and Order shall only be deemed to be agreed once they have been confirmed in writing by the CUSTOMER.
- 2.4. In the case of deliveries, the contractor must inform the CUSTOMER in writing or via email before the contract is concluded if the ordered products are subject to export controls or other restrictions relating to marketability in accordance with the regulations that apply in the Federal Republic of Germany. If information is not duly provided, particularly if there is a failure to provide information or if the information is incorrect, incomplete, or not provided in good time, the CUSTOMER shall be entitled to withdraw from the contract following the expiry of a reasonable period of time that the CUSTOMER has defined and without consideration of the culpability of the contractor. Further claims on the part of the CUSTOMER shall remain unaffected.
- 2.5. If the CUSTOMER does not respond to quotations, demands, or other declarations from the contractor, consent shall only be deemed to have been given if this has previously been agreed in writing.

- 2.6. Order confirmations, dispatch notes, waybills, delivery notes, invoices, and other correspondence from the contractor must clearly reference the purchase order data of the CUSTOMER (in particular the purchase order number, material or product number, cost centers) unless agreed otherwise in writing. Section 3.3 of these General Terms and Conditions of Purchase regarding delivery notes shall remain unaffected.
- 2.7. Should deviations from the originally agreed specifications be required or expedient during the execution of a contract, the contractor must inform the CUSTOMER in writing without delay and submit proposed amendments. The CUSTOMER shall communicate to the contractor whether the contractor is to make amendments vis-à-vis the original Order and specify which amendments are to be made. The CUSTOMER shall be entitled to make amendments to the Order at any time, in particular if an amendment due to legislative changes or an amendment to other standards is required in order to comply with the law or other standards. In such cases, a reasonable period of time is to be granted to the contractor in order to make the necessary amendments. Should the costs incurred by the contractor to execute the contract change as a result of the amendments, the contracting parties shall negotiate an appropriate adjustment to the price. If no agreement regarding a price adjustment is reached within eight weeks of the written invitation to negotiate being issued, the CUSTOMER shall be entitled to withdraw from the contract without observing a notice period.
- 2.8. If the financial circumstances of the contractor deteriorate significantly or if a substantiated application to open insolvency or comparable proceedings regarding the contractor's assets is rejected due to insufficient assets, the CUSTOMER shall be entitled to withdraw from the contract either in whole or in part.
- 2.9. The contractor assures that it will comply with the regulations of the German Minimum Wage Act (MiLoG) and pay the statutory minimum wage when executing Orders for the CUSTOMER. The contractor assures that any subcontractors and hirers (temporary work agencies in the sense of the German Act on Labor Leasing (AÜG)) it engages shall also comply with the regulations of the MiLoG and pay the statutory minimum wage. In particular in this regard, the contractor assures that it has obligated its subcontractors and hirers to comply with these provisions. The contractor assures that it is not excluded from the award of public contracts. The contractor shall indemnify the CUSTOMER against all claims asserted by third parties arising from or in connection with the regulations of the MiLoG, and in particular against claims asserted by employees of the contractor, any subcontractors, employees of the subcontractor, or an engaged hirer. This shall not apply if the contractor is not liable to the CUSTOMER within the scope of their internal relationship. The obligation to indemnify shall also apply to claims asserted by social security agencies and financial authorities. Further claims on the part of the CUSTOMER shall remain unaffected.
- 2.10. In order to safeguard a continuous international supply chain in accordance with Regulation (EC) 648/2005, the contractor undertakes – if it does not already have Authorised Economic Operator (AEO) status – to submit a safety and security declaration that satisfies the applicable customs requirements. The submission of the safety and security declaration shall not apply if the contractor is able to demonstrate that it has already made an application to obtain an AEO certificate. In order to fulfill its contractual obligations, the contractor shall only engage economic operators which also have AEO status or which have submitted corresponding safety and security declarations to the contractor.
- 2.11. Contractors who supply the CUSTOMER with products with spare parts requirements undertake to supply the CUSTOMER with the necessary spare parts, accessories, and tools at the previously applicable prices plus compensation for inflation for a period of a further eight years following the expiry of the period of limitations.

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## 3. Packaging, Shipping, Delivery, and Acquisition of Ownership

- 3.1. In the case of deliveries, the contractor is responsible for ensuring that the products are packaged correctly. In particular, the contractor shall ensure the exclusive use of new and legally permissible packaging material. In doing so, it shall take into account any wishes/requirements communicated by the CUSTOMER.
- 3.2. At the request of the CUSTOMER, the shipping of the products shall be communicated in writing without delay.
- 3.3. All deliveries are to be accompanied by a delivery note. The delivery note shall be affixed securely to the outside of the package in a protective bag. The contractor shall ensure the completeness of the following information: delivery address, purchase order number, purchase order date, and – if specified in the purchase order documentation provided by the CUSTOMER – the material number, product number or project number, and the relevant quantities. Multiple articles dispatched in a single consignment may be delivered in a transport container but must be separately packed and identified. The products in each piece of packaging must be homogenous and contain only products from the same batch. The contractor is to check that the contents match the label on the packaging.
- 3.4. Deliveries can only be received on weekdays, from Monday to Friday during the business hours specified below:
  - 7:15 a.m. – 9:00 a.m.
  - 9:15 a.m. – 12:15 p.m.
  - 1:00 p.m. – 3:00 p.m.

The contractor shall indemnify the CUSTOMER against all claims asserted by third parties if deliveries are made outside these hours, unless the contractor is not responsible for the delivery being made outside usual business hours.
- 3.5. When making delivery of the products, the contractor must ensure compliance with the German Ordinance on Hazardous Substances (GefStoffV) in particular, package and label the products concerned accordingly, and explicitly specify on the delivery note that the consignment contains hazardous substances.

## 4. Prices and Payment

- 4.1. The periods and deadlines for deliveries and Performance specified in the Order or otherwise agreed (referred to above and hereinafter as **"Date of Delivery and Performance"**) are binding. The periods start from the point at which the Order is received. In the case of deliveries, the products must have been received at the delivery address specified by the CUSTOMER within the period or by the agreed deadline. In the case of work and services performed, the Performance must have been rendered within the period or by the agreed deadline.
- 4.2. If it becomes apparent to the contractor that the Date of Delivery or Performance cannot be met, the contractor must inform the CUSTOMER in writing without delay, specifying the reasons for and the anticipated duration of the delay.
- 4.3. In the event of a delay by the contractor, the CUSTOMER shall be entitled to demand the application of a contractual penalty amounting to 0.5 % of the net order value for each week or part of week of delay, up to a maximum of 5 % of the net order value, unless the contractor is not responsible for the delay in delivery or Performance. If the CUSTOMER accepts the delivery or Performance, the CUSTOMER reserves the right to enforce the contractual penalty until the point at which the final payment is made, at the latest. Cases of force majeure are excluded. Further claims on the part of the CUSTOMER shall remain unaffected. The delivery or Performance entitlement of the CUSTOMER shall only be excluded if – at the request of the CUSTOMER – the contractor pays compensation in lieu of making delivery or rendering Performance. Acceptance of

the delayed delivery or Performance shall not constitute a waiver of claims for compensation or of the contractual penalty.

- 4.4. Delivery or Performance prior to the agreed Date of Delivery or Performance shall only be permissible with the prior written consent of the CUSTOMER. The CUSTOMER shall be entitled to store any products delivered early at the contractor's expense or to return them at the contractor's expense, unless the early delivery is negligible or the contractor is not responsible for it.

## 5. Prices and Payment

- 5.1. The price specified in the Order is binding. Unless otherwise agreed in writing, the price for deliveries includes "free delivery to the place of use" and, in particular, the costs for packaging, shipping equipment, transport, and insurance to the delivery address specified by the CUSTOMER as well as customs duties and other official levies. Statutory sales tax is included in the price if the price is not explicitly specified as the net price. If the shipping and transport costs are not included in the price in an individual case and it has been agreed in writing that the CUSTOMER shall assume the shipping and transport costs on this occasion, the CUSTOMER shall only assume the costs for the least expensive method of shipping and transport, even if faster transportation is required in order to adhere to the agreed periods and deadlines.
- 5.2. In the case of deliveries, the contractor shall take out transport insurance and – at the request of the CUSTOMER – shall present suitable documents to demonstrate this without delay.
- 5.3. If a delivery is exempt from sales tax, the contractor must provide the relevant evidence of this, provided that the evidence falls under the contractor's area of responsibility. For deliveries within the European Union, the contractor must, without being prompted to do so, communicate its sales tax identification number in writing, provide evidence of its corporate status, and contribute to proof of export documents required for accounting and documentation purposes.
- 5.4. The contractor shall send the original invoice to the following invoice address:
  - Richard Wolf GmbH: invoice@richard-wolf.com
  - RIWOspine GmbH: invoice@riwospine.com
  - Kurt Semrau GmbH: invoice@kurt-semrau.com
  - RIWOLINK GmbH: invoice@riwolink.com

For deliveries, the contractor shall send invoices following delivery of the products in accordance with the contractual conditions. For work and services performed, the contractor shall send invoices once Performance has been rendered in full. The invoices must explicitly make reference to the purchase order number and item, as well as the material/product number if these have been assigned by the CUSTOMER. Invoices without complete order references shall be deemed not to have been received as they cannot be processed.

- 5.5. Payment shall be made (1.) following acceptance of the products and any agreed acceptance procedure in the case of deliveries, or following proper completion of Performance and the acceptance procedure in the case of Performance, and (2.) following receipt of the invoice within 14 days with a 3 % discount or within 45 days net. Payments shall be subject to invoice verification. The CUSTOMER shall be entitled to make payment by check or transfer as well, at its own discretion. If the delivery or work performed is inadequate, the CUSTOMER shall be entitled to withhold payment to this extent until the Order is duly fulfilled without loss of discounts, deductions, or similar price reductions. The term of payment begins once the defects have been fully rectified. If the products are delivered early or Performance is rendered early, the term of payment begins no earlier than the point at which the period of delivery or Performance ends or the agreed delivery or Performance deadline. If the contractor is obligated to provide material tests, test reports, quality

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documents, or other documentation, acceptance of the products only triggers the start of the payment term once the required documentation has also been handed over to the CUSTOMER. The CUSTOMER shall only be in default if a warning notice is issued. In the event of payment default, the contractor may – taking current interest rates into account – demand interest on arrears amounting to 2 percentage points above the basic interest rate per annum. Without prejudice to its other rights, the contractor shall be entitled to withdraw from the contract upon expiry of a reasonable grace period set by the CUSTOMER at the time of payment default, unless the CUSTOMER is not responsible for the payment default. The contractor shall – at the request of the CUSTOMER and within a reasonable period of time – give a binding statement regarding whether it is to withdraw from the contract once the grace period expires due to the delay in payment or whether it wishes to uphold the contract.

## 6. Transfer of Risk and Ownership, Acceptance Procedure for Deliveries

- 6.1. For deliveries, the contractor shall bear the risk of accidental loss and accidental deterioration of the products until they are handed over to the CUSTOMER.
- 6.2. If, in the case of deliveries, the contractor is obligated to set up or assemble the products at the CUSTOMER'S premises, the risk of accidental loss and accidental deterioration of the products shall only pass to the CUSTOMER once the products have been set up or assembled. This shall also apply if the CUSTOMER has undertaken to provide certain aspects of performance, such as transport costs.
- 6.3. If the parties have agreed to an acceptance procedure for deliveries, the CUSTOMER shall – following delivery, set-up, and assembly as well as a reasonable and sufficient period of trial operation and fulfillment of all ancillary performance by the contractor, in particular provision of training and induction – accept the products delivered in full and free of defects within one month of receipt of a written request for acceptance by the contractor. In such cases, the risk of accidental loss and accidental deterioration of the products shall – contrary to paragraphs 1 and 2 above – only pass to the CUSTOMER once the acceptance procedure has been carried out. If an acceptance procedure has been agreed, the provisions defined in section 7 of these General Terms and Conditions of Purchase apply accordingly and in addition to the extent that this section (6) of these General Terms and Conditions of Purchase does not contain any provisions regarding the acceptance procedure.

For deliveries, ownership of the products shall be transferred to the CUSTOMER directly and unencumbered at the point when they are handed over. The contractor warrants that it is authorized to resell the products and transfer ownership.

## 7. Acceptance Procedure and Transfer of Risk for Work Performed

- 7.1. Work performed shall be accepted by the CUSTOMER once it is complete within a reasonable period of time, provided that acceptance is not excluded based on the nature of the work.
- 7.2. The contractor must inform the CUSTOMER in writing once Performance has been completed in full and the acceptance procedure is expected to be able to be carried out without finding any defects. Performance is only deemed to have been fulfilled once it has been accepted by the CUSTOMER. Acceptance shall take place on a formal basis on a mutually agreed acceptance date, which shall require the presence of both contracting parties. The acceptance procedure shall be documented in an acceptance report.
- 7.3. The contractor shall provide, free of charge, the specialist personnel as well as

the test and measuring instruments and other aids required to carry out the acceptance procedure. The contractor shall provide and dispose of the necessary supplies and materials free of charge in consultation with the CUSTOMER. The contractor shall bear any costs that arise as a result of unsuccessful acceptance attempts, unless the contractor is not responsible for the unsuccessful acceptance attempts. Further claims on the part of the CUSTOMER shall remain unaffected. An acceptance report on the acceptance procedures is to be maintained and signed by the CUSTOMER and the contractor as a legally binding record.

- 7.4. In the event of defects, the CUSTOMER shall be entitled to refuse acceptance. This also applies in the case of minor defects.
- 7.5. The CUSTOMER shall be entitled to demand trial operation for a reasonable period of time. The use of the products following a reasonable and sufficient period of trial operation by the CUSTOMER shall not constitute acceptance.
- 7.6. For work performed, the risk of accidental loss and accidental deterioration shall pass to the CUSTOMER once the acceptance procedure has been carried out.
- 7.7. If the Performance or delivery may only be carried out with the approval of an agency, authority, or association, such as a technical inspection association, a trade supervisory authority, an employer's liability insurance association, or a local mining authority, this approval forms an integral element of the acceptance procedure that must be fulfilled. If approval is not granted or is granted with a delay for reasons attributable to the contractor, the contractor shall bear any costs that arise for the CUSTOMER. Further claims on the part of the CUSTOMER shall remain unaffected.

## 8. REACH, RoHS, Conflict Minerals, Supplier Declarations, Medical Devices

- 8.1. In particular, the contractor warrants that the delivered products fulfill Regulation (EC) No 1907/2006 (REACH). The contractor shall fulfill all existing obligations regarding notification, approval, registration, and authorization in accordance with this regulation. If obligations are placed on the CUSTOMER as a result of the contractor failing to fulfill its obligations correctly, the contractor shall indemnify the CUSTOMER against any costs incurred in this regard, unless the contractor is not responsible for the fact that the obligations have not been correctly fulfilled. The contractor undertakes to fulfill its obligations concerning labeling, packaging, and communication for the delivered products, in particular in accordance with Regulation (EC) 1272/2008 (CLP), correctly, in full, in good time, and without further prompting. Furthermore, the contractor shall make the safety data sheets required in line with Regulation (EC) No 1907/2006 (REACH) available to the CUSTOMER prior to the first delivery without being prompted to do so. This information is a key component of the purchased goods. Furthermore, the contractor shall warrant compliance with the requirements of Directive 2011/65/EU on the restriction of hazardous substances (RoHS) and Directive 2012/19/EU on waste electrical and electronic equipment (WEEE), as well as the requirements of national implementations in Germany, in particular the Ordinance on Hazardous Substances in Electrical and Electronic Equipment (ElektrostoffV) and the Electrical and Electronic Equipment Act (ElektroG). The contractor must declare the RoHS compliance of the contractual products in writing to the CUSTOMER prior to the first delivery, label the packaging of the products accordingly, and confirm the RoHS compliance in the delivery note by including the information "RoHS-compliant".
- 8.2. The contractor warrants that no conflict minerals have been used in the manufacture of the delivered products. Conflict minerals are minerals in cases where, it is suspected, the revenue generated from their exploitation is used to finance armed groups or conflicts, in particular tin, tantalum, tungsten,

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ten, and their derivatives, as well as gold from the Democratic Republic of the Congo (DRC) or its neighboring countries. The contractor shall ensure that conflict-free minerals are used by only using minerals from verifiably certified melting operations, and only procuring from its suppliers products that have been proven not to contain any conflict minerals. At the request of the CUSTOMER, the contractor shall provide suitable documentation without delay which proves that the products to be delivered only contain conflict-free minerals, i.e., minerals from certified melting operations in particular.

- 8.3. The contractor warrants that the products delivered are tested in line with the requirements of the applicable EC/EU directives, EC/EU regulations, and EC/EU safety standards, and are only delivered in their tested versions. The contractor must present the CUSTOMER with the legally binding, signed declaration of conformity (CE declaration) and a certificate of origin for the products prior to the first delivery. The contractor must inform the CUSTOMER in writing without delay and without being prompted if the information specified in the declaration of conformity or the certificate of origin for the products is no longer correct.
- 8.4. The contractor shall, at the request of the CUSTOMER, submit a written declaration without delay regarding compliance with the requirements stated in this section (8). The contractor shall indemnify the CUSTOMER against all claims of third parties that are asserted against the CUSTOMER or its clients on account of a breach of the aforementioned warranties, unless the contractor is not responsible for the breach of the aforementioned warranties.
- 8.5. If the contractor has its registered office within the European Union, it is obligated to submit a valid individual or long-term supplier declaration for the products to be delivered prior to the first delivery in accordance with Regulation (EU) 2015/2447. If the contractor has its registered office in a state with which the European Union has concluded a free trade agreement, preferential agreement, or cooperation agreement, or in a state or region that is associated with the European Union, the contractor must promptly provide the CUSTOMER with a preference certificate that is valid at the point of import. If the contractor has its registered office in a third country, the contractor must, where applicable, present the CUSTOMER with a certificate of origin prior to the first delivery. The contractor must inform the CUSTOMER in writing without delay and without being prompted if the information specified in the supplier declaration, the preference certificate, or the certificate of origin for the products is no longer correct.
- 8.6. The contractor shall manufacture and supply the products – provided these are medical devices – in accordance with the Medical Devices Directive 93/42/EEC (MDD 93/42/EEC) and take product-related requirements of the CUSTOMER into consideration. Following the phasing-out of the MDD 93/42/EEC and the commencement of Regulation (EU) 2017/745 dated April 5, 2017 concerning medical devices (MDR), the contractor shall manufacture and supply the products in accordance with this regulation, and ensure that no disadvantages arise for the CUSTOMER in connection with the switch to this regulation. The following shall apply in particular:  
Should further requirements arise from the notified body or the authorities in connection with the MDR (e.g., regarding technical documentation) which were not previously requested in MDD 93/42/EEC, the contractor shall provide for these or fulfill these without restriction.
- 8.7. If the contractor is obligated to supply medical devices, the contractor is obligated vis-à-vis the CUSTOMER to fulfill the statutory requirements applicable to medical devices in relation to its resource management processes. In particular, the contractor shall engage a sufficient number of appropriately qualified employees and provide them with ongoing training. Furthermore, the contractor shall determine, provide, and maintain the necessary infrastruc-

ture and working environment, and comply with the stipulated maintenance cycles. The contractor shall document its resource management processes accordingly and – at the request of the CUSTOMER – shall present suitable documents to prove this without delay. The contractor shall also validate all processes relating to the production of medical devices for which the result is not verified or cannot be verified by means of subsequent monitoring or measurement, meaning that any shortcomings only become apparent once the product has been placed in use. The validation must demonstrate the ability of these processes to consistently achieve the planned results. Unless agreed otherwise in writing, the products shall be delivered free of any contamination associated with the production process, and the cleaning processes carried out by the contractor in accordance with the state of the art must be validated and documented. Further product-specific requirements imposed by the CUSTOMER regarding the cleanliness of products shall be implemented, validated, and documented accordingly by the contractor.

- 8.8. The contractor must comply with the German Circular Economy Act (KrWG) and the German Batteries Act (BattG) as well as the German Packaging Act (VerpackG) in connection with its provision of performance for the CUSTOMER. In connection with its provision of performance for the CUSTOMER, the contractor must also comply with all applicable EC/EU directives and EC/EU regulations regarding waste, packaging, and batteries, including their respective implementations in German law, where relevant to the products of the contractor – for example, Directive 2008/98/EC of November 19, 2008 on waste, Directive 2006/66/EC of September 6, 2006 on batteries and accumulators as well as waste batteries and accumulators, and Directive 94/62/EC of December 20, 1994 on packaging and packaging waste in their applicable versions and their respective implementations in German law, where relevant to the products of the contractor. If the products are subject to the Circular Economy Act, Batteries Act, or Packaging Act, the contractor shall provide the CUSTOMER – at its request and without delay – with all data relating to the products that are associated with the Circular Economy Act, Batteries Act, or the Packaging Act. If the contractor's products are not subject to the Circular Economy Act, Batteries Act, or Packaging Act, but the CUSTOMER has obligations to fulfill in accordance with the Circular Economy Act, Batteries Act, or Packaging Act, the contractor shall assist the CUSTOMER to the best of its ability in fulfilling its reporting obligations with authorities and its further obligations in accordance with the Circular Economy Act, Batteries Act, and Packaging Act. The previous sentences 3 and 4 shall apply accordingly if the contractor's products are subject to EC/EU directives or EU regulations on waste, packaging, or batteries (= sentence 3) or if the CUSTOMER has obligations to fulfill in accordance with EC/EU directives or EU regulations on waste, packaging, or batteries (= sentence 4).

## 9. Guarantees, Liability for Defects, and Warranties

- 9.1. The contractor warrants that the products delivered match the agreed specifications or the approved samples as well as the applicable statutory provisions and the regulations, guidelines, and ordinances issued by authorities, employer's liability insurance associations, and professional associations. An initial sample approval by the CUSTOMER shall not release the contractor from its responsibility for the quality and flawlessness of the products. The contractor shall indemnify the CUSTOMER against all claims of third parties that are asserted against the CUSTOMER or its clients on account of non-compliance with the specifications or approved samples or due to a breach of these regulations, unless the contractor is not responsible for non-compliance with the specifications or approved samples or for the breach of these regulations. Any concerns that the contractor has regarding the execution of the purchase

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- order requested by the CUSTOMER must be communicated to the CUSTOMER in writing without delay.
- 9.2. For deliveries, the CUSTOMER must notify the contractor of any obvious (identified or visible) defects without delay following delivery of the products and of any hidden defects without delay once they are discovered. If an acceptance procedure has been agreed, the products shall only be deemed to have been delivered once the acceptance procedure has been completed successfully. Notification shall be deemed to have occurred without delay if it takes place within two weeks of delivery in the case of visible defects, and within two weeks of their discovery in the case of hidden defects. In the case of deliveries that are composed of a large number of identical products, the CUSTOMER must inspect a reasonable number of the delivered products for defects. If the products prove to be unsaleable as a result of the inspection, the number of products to be inspected shall be reduced by a reasonable extent. If individual random samples of a delivery are defective, the CUSTOMER may – at its discretion – demand that the defective items are taken out by the contractor or assert claims for defects in relation to the entire delivery. Should the presence of defects in the products require an inspection to be performed that is beyond the usual scope of the incoming goods inspection, the contractor must bear the costs of this inspection. If the notification of defects is delayed or lost, the timely sending of the notification shall be sufficient.
- 9.3. If the contracting parties maintain an ongoing business relationship and deliveries are the subject of the business relationship, the contractor shall be obligated to maintain an appropriate quality management system and to manufacture and inspect the products to be delivered in accordance with this quality management system. If the contractor procures production or test equipment, software, services, materials, or other pre-deliveries from subcontractors for the production or quality assurance of the products to be delivered, it must specify these in the contractual documentation of its quality management system, or take the necessary measures itself in order to ensure the requisite quality of the pre-deliveries. In particular, the contractor shall carry out its own material inspections. The contractor shall maintain records regarding the performance of quality assurance measures and retain these records and any samples of the products to be delivered in a clearly organized manner. The contractor shall grant the CUSTOMER access to the extent required, explain the records, and hand out copies of the records and any samples. As soon as the products have been accepted – provided this is feasible within the normal course of business – the CUSTOMER shall carry out an inspection to determine whether the products correspond to the ordered quantity and ordered type and whether any externally visible transport damage is present. If a defect becomes apparent during these inspections or at a later date, the CUSTOMER must notify the contractor of this as soon as possible following the inspection or following discovery. A further incoming goods inspection shall not take place.
- 9.4. In the event of defects with the products or work performed, the CUSTOMER shall be entitled – at its discretion and without prejudice to statutory claims for defects – to demand that the contractor carries out supplementary performance without delay (1.) to rectify the defects (in the case of deliveries and work performed) or (2.) to supply products that are free of defects (in the case of deliveries) or to produce a new work (in the case of work performed). The contractor shall bear the expenses required in connection with the supplementary performance. This shall also apply if, following delivery, the products have been taken to a location other than the delivery address specified by the CUSTOMER in accordance with their intended use.
- 9.5. The receipt of the products as well as the processing, payment, and recommitment of products that have yet to be identified and reported as defective or of work performed that has yet to be identified as defective shall not constitute approval of the delivery or Performance or a waiver of claims for defects by the CUSTOMER.
- 9.6. The period of limitations for claims for defects by the CUSTOMER is 36 months. For deliveries, the period of limitations commences with the delivery of the products, whereby the products are only deemed to have been delivered once the acceptance procedure has been completed successfully, if an acceptance procedure has been agreed. For work performed, the period of limitations commences with the acceptance. If the contractor has maliciously concealed the defect, the statutory period of limitations and statutory start of the limitation period shall apply.
- 9.7. Further warranties of the contractor shall remain unaffected.
- 10. Serial Damage in the Case of Deliveries**
- 10.1. Serial damage is to be assumed if the same faults are present in more than 5 % of the products in a delivered batch. Serial damage also includes, in particular, products from the affected batch that have already been processed, transformed, or otherwise used.
- 10.2. In the case of serial damage, the contractor is obligated – at the discretion of the CUSTOMER – to provide a replacement delivery or to rectify the defects with respect to the entire affected batch as well as to compensate for all damage resulting from the serial damage, in particular to compensate for foreseeable consequential damage and indirect damage, unless the contractor is not responsible for the breach of obligation. Recall costs also fall into the category of indirect damage. Further claims on the part of the CUSTOMER shall remain unaffected.
- 10.3. The contractor shall assist the CUSTOMER to the best of its ability in all measures that relate to a case of serial damage and that the CUSTOMER deems to be necessary.
- 11. Product Liability**
- 11.1. In the case of deliveries, the contractor undertakes to indemnify the CUSTOMER against the claims of third parties with respect to domestic and foreign product liability, unless the contractor is not responsible for the product fault and the damage incurred in accordance with the principles of product liability law. Further claims on the part of the CUSTOMER shall remain unaffected.
- 11.2. Within the scope of this obligation to indemnify, the contractor must compensate the CUSTOMER in particular also for any expenses that arise from or in connection with a warning, replacement, or recall campaign carried out by the CUSTOMER. The CUSTOMER shall – as far as is possible and reasonable – inform the contractor about the content and scope of the measures to be carried out and give the contractor the opportunity to respond. The contractor shall assist the CUSTOMER with the measures to be carried out to the best of its ability and carry out all measures specified by the CUSTOMER that the contractor deems to be reasonable.
- 11.3. The contractor undertakes to take out and maintain extended product liability and recall insurance with worldwide coverage and an amount of cover appropriate to the products of at least €3 million per instance of personal injury for each individual person, at least €5 million per instance of material damage, and at least €5 million for pecuniary loss. At the same time, the contractor hereby assigns any claims arising from the liability insurance, including all ancillary rights, to the CUSTOMER. The CUSTOMER hereby accepts this assignment. If an assignment is not permissible in accordance with the insurance contract, the contractor shall hereby instruct the insurer that any payments are only to be made to the CUSTOMER. Further claims on the part of the CUSTOMER shall remain unaffected by this. Upon request, the contractor must



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demonstrate to the CUSTOMER that liability insurance has been taken out and is being maintained. The contractor shall refrain from or cease any action that may jeopardize the insurance coverage.

- 11.4. If the contractor does not adequately fulfill its obligations with respect to paragraph 3, the CUSTOMER shall be entitled, but not obligated, to take out liability insurance at the expense of the contractor.

## 12. Intellectual Property Rights

- 12.1. The contractor warrants that the delivery and use of the products does not breach any domestic or foreign patents, utility models, licenses, or other intellectual property rights and copyrights of third parties. This does not apply if the products were developed by the CUSTOMER.
- 12.2. If any claims are asserted against the CUSTOMER or its clients by a third party due to a breach of such rights in relation to the delivery and use of the products, the contractor shall indemnify the CUSTOMER against such claims. The obligation to indemnify relates to all expenses that the CUSTOMER incurs in connection with the claim. In particular, the CUSTOMER shall be entitled to obtain permission to use the products from the third party at the expense of the contractor. The obligation to indemnify shall not apply if the contractor is not responsible for breaching the intellectual property rights of third parties.

## 13. Force Majeure

- 13.1. If the CUSTOMER is hindered in the fulfillment of its contractual obligations – and in particular in the acceptance of products or Performance – due to force majeure, the CUSTOMER shall be exempt from the obligation to perform for the duration of the impediment and for a reasonable restart period, without being obligated to pay the contractor compensation. The same shall apply if it becomes unreasonably difficult or temporarily impossible for the CUSTOMER to fulfill its obligations due to unforeseeable circumstances that cannot be attributed to the CUSTOMER, including, in particular, industrial action, official measures, a pandemic, energy shortfall, a cyberattack, or major operational disruptions. The CUSTOMER may refuse to accept the products if such circumstances hinder the sale of the products as a result of a decrease in demand. This shall also apply if such circumstances occur at a point at which the CUSTOMER is in default of acceptance.
- 13.2. The CUSTOMER shall be entitled to withdraw from the contract if such an impediment lasts more than four months and the fulfillment of the contract is no longer of interest to the CUSTOMER as a result of the impediment. Once the deadline has expired, the CUSTOMER shall – at the request of the contractor – state whether the CUSTOMER is to assert its right to withdraw or whether it shall accept the products within a reasonable period.

## 14. Liability of the CUSTOMER

- 14.1. The CUSTOMER shall be liable without restriction for damages arising from the breach of a warranty or arising from injury to life, limb, or health. The same applies to intent and gross negligence or in the event that the CUSTOMER has assumed a procurement risk. In the case of slight negligence, the CUSTOMER shall only be liable if important obligations are breached which result from the nature of the contract and which are of particular significance with regard to the achievement of the contractual purpose. In the event of a breach of such obligations, default, and impossibility, the liability of the CUSTOMER shall be limited to such damage which is typically to be expected in the course of the contract. Mandatory statutory liability for product faults shall remain unaffected.
- 14.2. If the liability of the CUSTOMER is excluded or limited, this also applies to the personal liability of the salaried and non-salaried employees, representatives,

and vicarious agents of the CUSTOMER.

## 15. Provision of Materials

- 15.1. If the CUSTOMER makes goods or tools available to the contractor that the contractor shall require for the manufacture of the goods to be delivered or the Performance to be rendered (hereinafter referred to as "Supplied Goods"), the contractor undertakes to collect the Supplied Goods from the CUSTOMER at its own expense and risk, unless otherwise agreed in writing.
- 15.2. The contractor is not entitled to pledge the Supplied Goods, assign them by way of security, or make any other dispositions that put the ownership of the CUSTOMER at risk. In the event of seizure or other interventions by third parties, the contractor must notify the CUSTOMER in writing without delay and provide all necessary information, inform the third parties about the CUSTOMER's rights of ownership, and cooperate with the measures proposed by the CUSTOMER to protect the Supplied Goods. If the third party is not in a position to reimburse the CUSTOMER for the judicial and extra-judicial costs for the assertion of the ownership rights of the CUSTOMER, the contractor shall be obligated to compensate the CUSTOMER for the resulting loss. This does not apply if the contractor is not responsible for the breach of obligation.
- 15.3. The contractor undertakes to handle and store the Supplied Goods with care. The contractor undertakes – at its own expense – to insure the Supplied Goods at their value when new against any damage caused by fire, water, or theft. At the same time, it shall cede all claims for damages arising from this insurance to the CUSTOMER. The CUSTOMER hereby accepts the assignment. If an assignment is not permissible in accordance with the insurance contract, the contractor shall hereby instruct the insurer that any payments are only to be made to the CUSTOMER. Further legal claims on the part of the CUSTOMER shall remain unaffected by this. Upon request, the contractor must demonstrate to the CUSTOMER that insurance has been taken out and is being maintained. If the contractor does not adequately fulfill its obligations with respect to paragraphs 2 to 4, the CUSTOMER shall be entitled, but is not obligated, to take out an appropriate insurance policy at the expense of the contractor.
- 15.4. If the Supplied Goods are processed or transformed by the contractor, this is always done on behalf of the CUSTOMER. The CUSTOMER's ownership of the Supplied Goods continues with the processed or transformed item. If the Supplied Goods are processed or transformed with other items that do not belong to the contractor, the CUSTOMER shall acquire co-ownership of the new item as a proportion reflecting the value of the Supplied Goods in relation to the other processed items at the time when processing or transformation took place. The same applies if the Supplied Goods are combined or mixed with other items that do not belong to the contractor in such a way that the CUSTOMER loses its full ownership. The contractor shall store the new items for the CUSTOMER. The same provisions as those for the Supplied Goods also apply for items created as a result of processing or transformation as well as combination or mixing.
- 15.5. At the request of the CUSTOMER, the contractor shall create inventory lists of the Supplied Goods received by the contractor.
- 15.6. The contractor may only use the Supplied Goods for the manufacture and delivery of the ordered products or in accordance with other requirements of the CUSTOMER.
- 15.7. Products which the contractor manufactures entirely or partially in accordance with the requirements of the CUSTOMER or using the Supplied Goods provided by the CUSTOMER may only be used by the contractor itself or offered, delivered, or made available in any other way to third parties with the prior written consent of the CUSTOMER. This also applies to products which the CUSTOMER has legitimately not accepted. In the event of violations, the contractor must pay the CUSTOMER a contractual penalty to the value of the products concerned plus 10 % of the net

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value, unless the contractor is not responsible for the violation. Further claims on the part of the CUSTOMER shall remain unaffected.

- 15.8. The contractor undertakes to compensate the CUSTOMER for any damage that the CUSTOMER suffers as a result of the loss, destruction, or other damage to the Supplied Goods, unless the contractor is not responsible for the loss, destruction, or other damage to the Supplied Goods. The contractor shall notify the CUSTOMER of the loss, destruction, or other damage in writing without delay.
- 15.9. The contractor shall return the Supplied Goods to the CUSTOMER without delay at the end of the contractual relationship. The same applies if there is no longer any need for the Supplied Goods. Transportation of the goods back to the CUSTOMER shall be at the expense and risk of the contractor. The contractor undertakes to compensate the CUSTOMER for any wear or other deterioration to the Supplied Goods that goes beyond usual wear and tear, unless the contractor is not responsible for the wear or other deterioration beyond usual wear and tear.

## 16. Confidentiality, Data Protection

- 16.1. The parties undertake to keep confidential for a period of five years from the point of delivery all trade secrets of the other party that are made available to them and to take appropriate and reasonable measures to protect these. The parties also undertake not to record, disclose, or exploit these secrets, unless it is necessary to do so in the interests of the business relationship. In particular, the parties shall ensure that the trade secrets of the other party are only made available to the extent necessary and only to those employees and other workers who require access in the interests of the business relationship. Items that represent trade secrets shall also be subject to the obligation to maintain confidentiality. In particular, the receiving party is prohibited from reverse-engineering a product or item to obtain the trade secrets the product or item represents. Trade secrets are all information which is designated as confidential or secret or which, based on other circumstances, is identifiable as a trade secret, particularly technical information (e.g., expertise, drawings, product and development descriptions, methods, processes, formulas, techniques, and inventions), commercial and tax information (e.g., price data, financial data, and sources of supply), and other information (e.g., legal information and information concerning workers or the board of management).
- 16.2. The obligation to maintain confidentiality does not apply if the trade secrets of the receiving party were demonstrably already known prior to the contractual relationship or if they were in the public domain or generally accessible prior to the contractual relationship, or if they enter the public domain or become generally accessible through no fault of the receiving party. The burden of proof rests with the receiving party.
- 16.3. The parties shall conclude appropriate contractual agreements with their employees, other workers, and third parties who obtain access to the trade secrets of the other party in accordance with paragraph 1 above to ensure that these persons are also obligated to maintain confidentiality as appropriate for the period of five years from the point of delivery.
- 16.4. The parties undertake to comply with the statutory provisions concerning data protection, particularly the EU General Data Protection Regulation ("GDPR"), in executing the contract and to impose the obligation to comply with these provisions on their employees.
- 16.5. The parties shall process the personal data received (names and contact details of the respective contact persons) exclusively for the purposes of fulfilling the contract and shall implement security measures that reflect the current state of the art to protect this data (Art. 32 GDPR). The parties undertake to erase the personal data as soon as its processing is no longer required. Any statutory retention obligations shall remain unaffected by this.
- 16.6. If one party processes personal data on behalf of the other party in the context

of performing the contract, the parties shall conclude an agreement regarding commissioned processing in accordance with Art. 28 GDPR.

- 16.7. Our data protection policy can be accessed via the following link:  
<https://www.richard-wolf.com/en/data-protection-policy>

## 17. Social and Ecological Minimum Standards

- 17.1. The contractor undertakes to comply with the applicable statutory regulations regarding treatment of employees, environmental protection, and occupational safety, and to endeavor in its work to reduce detrimental effects on humans and the environment. Furthermore, the contractor shall comply with the core labour standards of the International Labour Organization (ILO) and the principles of the UN Global Compact initiative. These essentially concern the protection of international human rights, the right to collective bargaining, the abolition of forced labor and child labor, the elimination of discrimination in employment and occupation, responsibility for the environment, and the prevention of corruption. Further information concerning the ILO and the UN Global Compact initiative is available at [www.ilo.org](http://www.ilo.org) and [www.unglobalcompact.org](http://www.unglobalcompact.org). The aforementioned obligations shall apply in connection with the contractor's provision of performance for the CUSTOMER and are hereinafter referred to as "Social and Ecological Minimum Standards".
- 17.2. The contractor shall communicate these Social and Ecological Minimum Standards in an appropriate manner to the suppliers it engages in connection with its provision of performance for the CUSTOMER (hereinafter referred to as "Subcontractors") and shall also endeavor in an appropriate manner to ensure that the Subcontractors also commit to and comply with comparable values and principles. The contractor shall regularly monitor the Subcontractors to a reasonable extent to ensure that such values and principles are being upheld.
- 17.3. The CUSTOMER shall be entitled to monitor the contractor's compliance with Social and Ecological Minimum Standards in connection with its provision of performance for the CUSTOMER – for example, by inspecting the relevant documents and/or making site visits. To facilitate this, the contractor shall grant the CUSTOMER access during usual business hours to its production facilities, business premises, and other sites to the extent required for the inspection. The CUSTOMER shall announce the visit, giving a reasonable notice period. If there are reasonable grounds to suspect that the Social and Ecological Minimum Standards are being breached in connection with the provision of performance for the CUSTOMER, the CUSTOMER shall be entitled to also carry out unannounced visits. In the execution of control rights, the CUSTOMER shall keep disruption to the production and operational processes as low as possible, show reasonable consideration for the trade secrets of the contractor, and comply with statutory data protection requirements.
- 17.4. The contractor shall inform the CUSTOMER in writing without delay if a breach of the Social and Ecological Minimum Standards has occurred in its business operations or with a subcontractor, subsupplier, or agent, and if the breach has or may have a bearing on its provision of performance for the CUSTOMER. This information shall be communicated to [compliance@richard-wolf.com](mailto:compliance@richard-wolf.com).
- 17.5. In the event of violations against these fundamental Social and Ecological Minimum Standards by the contractor or its employees, subcontractors, subsuppliers, or agents, the CUSTOMER may demand that the contractor initiates specific and reasonable remedial action without delay in order to remedy the violations against the Social and Ecological Minimum Standards.
- 17.6. If the contractor fails in its duty to initiate remedial action to remedy the violation against the Social and Ecological Minimum Standards within a reasonable period of time, which shall be no more than one month from the date such action was requested, or if the remedial action does not have an effect within a reasonable period of time, the CUSTOMER shall – following the expiry of a

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reasonable grace period or notice of warning – be entitled to terminate the contract with immediate effect or to withdraw from the contract. If the breach of the Social and Ecological Minimum Standards is so serious that it is unreasonable for the CUSTOMER to uphold the contract, the CUSTOMER shall also be entitled to terminate or withdraw from the contract immediately.

- 17.7. The contractor shall indemnify the CUSTOMER against all claims, damages, costs, and expenses (particularly the costs of legal advice and fines) arising from a violation against the Social and Ecological Minimum Standards. This does not apply if the contractor is not responsible for the violation. Further claims on the part of the contractor shall remain unaffected.

## 18. Final Provisions

- 18.1 The contractor shall only be entitled to transfer rights and obligations to third parties or to have an Order or substantial parts of an Order executed by third parties with the prior written consent of the CUSTOMER.
- 18.2. Payments shall only be made to the contractor. The contractor shall only be entitled to offset counterclaims if they are legally established or undisputed. The contractor can only assert a right of retention if its counterclaim is based on the same contractual relationship.
- 18.3. Subsuppliers of the contractor are deemed to be its vicarious agents. On request, they are to be communicated to the CUSTOMER in writing without delay.
- 18.4. The legal relationships between the contractor and the CUSTOMER are governed by the law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 18.5. If the contractor is a merchant as defined in the German Commercial Code, a legal person under public law, or a special fund under public law, the exclusive legal venue for all disputes arising from the business relationship between the contractor and the CUSTOMER shall be the registered office of the CUSTOMER. The CUSTOMER shall also be entitled to bring legal proceedings at the registered office of the contractor as well as at any other permissible legal venue.
- 18.6. For deliveries, the place of fulfillment for the delivery and supplementary performance obligations of the contractor is the delivery address specified by the CUSTOMER. For Performance, the place of fulfillment for the Performance and any supplementary performance obligations is the place of Performance specified by the CUSTOMER. In all other cases, the place of fulfillment for all obligations of the contractor and the CUSTOMER is the registered office of the CUSTOMER, unless otherwise agreed in writing.
- 18.7. The language of the contract is German.
- 18.8. If a provision of these General Terms and Conditions of Purchase is or becomes invalid or unworkable either in whole or in part, or if any gaps exist in these General Terms and Conditions of Purchase, the validity of the remaining provisions shall not be affected. It is agreed that the invalid or unworkable provision shall be replaced by a valid or workable provision that comes as close as possible to the purpose of the invalid or unworkable provision. In the event of a gap, it is agreed that a provision shall be introduced which corresponds to what would have been agreed for the purposes of these General Terms and Conditions of Purchase, had the contracting parties considered the matter from the start.

Knittlingen, July 2023