

Section 1 – Scope and General Provisions

1.1 Scope

These General Terms and Conditions of Purchase (hereinafter 'GTCP') apply to all contracts between the Supplier and BLEICHERT Automation GmbH & Co. KG (hereinafter 'BLEICHERT'), which BLEICHERT enters into as the purchaser, buyer or client (hereinafter collectively referred to as the 'Supplier') in respect of the procurement of materials, items, components, products, software, works, development services and all related services (hereinafter collectively referred to as the 'Deliverables'). They shall also apply to pre-contractual obligations, quotations and all future transactions with the Supplier, without BLEICHERT being required to refer to them again.

1.2 Transactions with businesses

These General Terms and Conditions apply exclusively to traders (Section 14 of the German Civil Code (BGB)), legal entities under public law or special funds under public law within the meaning of Section 310(1), first sentence, of the German Civil Code (BGB). Suppliers must inform BLEICHERT without delay, and at the latest before the contract is concluded, if they are not acting in this capacity.

1.3 Exclusion of deviating terms and conditions

These GTC apply exclusively to the order placed. The supplier's general terms and conditions, in particular terms and conditions of sale, delivery, installation or licensing, shall not form part of the contract even if BLEICHERT does not expressly object to them, accepts services without reservation, makes payments or refers to the supplier's correspondence. Any deviations require an express agreement in writing.

1.4 Order of precedence and individual agreements

1.) Individual agreements, service descriptions, purchase orders, drawings, specifications, requirements documents, quality and testing requirements, end-customer requirements, as well as separately agreed confidentiality, quality, data protection, supply chain or compliance agreements shall take precedence over these GTC insofar as they expressly contain deviating provisions. In all other respects, these GTC shall apply supplementarily.

2.) Where reference is made to documents in the contract documents, in the event of any discrepancies between the documents, those mentioned first shall take precedence over the subsequent documents.

1.5 Requirement for written form

Legally relevant declarations and notifications to be made by the Supplier to BLEICHERT after the conclusion of the contract (e.g. setting of deadlines, notices of defects, notifications of changes, delays, compliance or export controls) must be in writing (e.g. by letter or email), unless a stricter form is mandatory or has been agreed. Verbal agreements must be confirmed by BLEICHERT in writing to be valid.

1.6 End-customer specifications and intended use

Where the end customer is named, the Supplier is obliged to deliver in accordance with the provisions and regulations applicable to the respective end customer as set out by BLEICHERT, and to perform its services in such a way that the goods supplied are suitable for the identifiable purpose of the contract, for integration into BLEICHERT's systems and for use by the end customer. The Supplier must obtain the end customer specifications relevant to its services as early as the quotation stage or immediately notify BLEICHERT in writing of the information it requires. If end-customer specifications are not provided despite a request, but their applicability is evident from documents supplied or from other circumstances known to the supplier, the supplier must comply with them. If the supplier is not aware of the end customer, but this may be relevant to the manufacture of the goods to be supplied, the supplier must inform BLEICHERT of this and make the necessary enquiries.

1.7 State of the art; compliance with standards

When preparing quotations, carrying out development, manufacturing, delivery, assembly and other services, the Supplier must comply with the relevant state of the art in science and technology. Under all circumstances, the relevant DIN, EN, ISO and IEC standards, as well as all applicable legal, regulatory and occupational health and safety requirements, must be complied with. All certificates, test reports and other documents required for the use of the goods to be supplied, such as fire safety certificates, must be submitted without being requested. The Supplier must notify BLEICHERT immediately in writing of any deviations, concerns, ambiguities, omissions or contradictions and must clearly highlight these in the quotation.

1.8 Incoterms

Incoterms®, to which reference is made in these General Terms and Conditions of Purchase or in the order, shall apply in their current version, unless a specific version has been expressly agreed. In the event of any discrepancy between these General Terms and Conditions of Purchase and an Incoterm, these General Terms and Conditions of Purchase shall take precedence.

1.9 Previous confidentiality and compliance obligations

Any confidentiality, data protection, quality, supply chain or compliance obligations entered into in connection with previous orders shall continue to apply throughout the entire business relationship until they are superseded by more recent agreements.

§ 2 – Quotations, Conclusion of Contract and Order Confirmation

2.1 Enquiries and quotations

All requests sent by BLEICHERT to the Supplier prior to a document expressly designated as an order shall constitute invitations to submit a quotation. Quotations from the supplier are free of charge and non-binding on BLEICHERT, unless otherwise agreed in writing beforehand. Quotations shall remain valid for a minimum of ninety (90) calendar days, unless BLEICHERT specifies a longer validity period in the request for a quotation.

2.2 Review of quotations and duty to provide information

Before submitting a quotation, the Supplier shall, on its own responsibility, verify whether the requirements, provisions and regulations of BLEICHERT and the end customer (e.g. specifications, technical conditions, customer standards, safety, quality, documentation, packaging, construction site, supply chain and compliance requirements) are appropriate, complete and free from contradictions. If any requirements are unsuitable, unclear, incomplete, technically unfeasible, economically questionable or incompatible with legal requirements, the supplier must inform BLEICHERT immediately in writing.

2.3 Deviations in the quotation

Any deviations in the quotation from the enquiry, order, specification, end-customer requirement or these General Terms and Conditions of Purchase must be expressly, fully and clearly highlighted in the quotation. In the absence of such a note, the quotation shall be deemed an unconditional confirmation of BLEICHERT's requirements. The same applies to deviations in technical data sheets, drawings, test plans, supplier declarations or other annexes.

2.4 Conclusion of the Contract

Orders are only binding if they are placed by BLEICHERT at least in writing. The contract is concluded upon BLEICHERT placing an order and the supplier accepting it. If the order is placed in response to an offer from the supplier, the contract is concluded upon receipt of the order by the supplier, unless BLEICHERT states otherwise. The sketches, drawings, specifications, requirements specifications, end-customer specifications and other documents specified in or attached to the order form an integral part of the contract.

2.5 Order Confirmation

The supplier must send BLEICHERT an order confirmation in writing without delay, and at the latest within one (1) week of receiving the order. The order confirmation must contain at least the following:

BLEICHERT's order number, and, where applicable, the BLEICHERT item number and drawing number including index;

Description and quantity of the goods to be supplied, delivery date, place of delivery, Incoterms® and method of dispatch;

Price, currency, terms of payment and all agreed ancillary costs;

Country of origin, customs tariff number, export control classification, including any dual-use/ECCN details and proof of preferential treatment, where applicable;

Details of any deviations, risks, supply chain restrictions, discontinued components, licensing requirements or missing end-customer specifications.

Section 2.4 remains unaffected; that is to say, the sending of the order confirmation is not a condition for the contract to take effect.

2.6 Deviating order confirmation

Any deviations from the order or from these General Terms and Conditions of Business in the order confirmation shall be deemed an offer to amend the contract and shall only become effective if BLEICHERT expressly accepts them in writing. Silence, acceptance of performance or payment by BLEICHERT shall not be deemed acceptance. If a deviating order confirmation is not expressly accepted, the contract shall be governed by the terms of BLEICHERT's order.

2.7 Cancellation

Provided that the Supplier's performance period is not shorter, BLEICHERT may revoke an order in writing within ten (10) calendar days of its receipt by the Supplier; in this case, the mutual performance obligations shall lapse, unless the Supplier has already commenced performance with BLEICHERT's express consent.

2.8 Confidentiality prior to conclusion of the contract

If the enquiry or order stipulates that a confidentiality or compliance declaration is a prerequisite for the conclusion of the contract, the contract shall come into effect at the earliest upon submission of this declaration. This shall also apply if BLEICHERT has previously submitted an order.

§ 3 – Contract amendments, approvals and inspections

3.1 BLEICHERT's Right to Make Changes

BLEICHERT is entitled, following the conclusion of the contract, to propose amendments in writing, in particular with regard to specifications, design, manufacture, quality assurance, documentation, packaging, dispatch, quantity, delivery time, delivery date, place of delivery or other terms of performance, provided that such amendments are necessary or appropriate for achieving the purpose of the contract, for implementing the end customer's specifications, for complying with statutory, regulatory or technical requirements, for quality assurance, or for technical, organisational or logistical reasons, and are reasonable for the Supplier to accept.

3.2 Acceptance of proposed amendments

The Supplier must notify BLEICHERT in writing without delay, but no later than within five (5) working days of receipt of the request for changes, if it does not agree to the changes. If the Supplier fails to provide such notification within this period, the request for changes shall be deemed to have been accepted. BLEICHERT will draw attention to this consequence separately in the context of the request for changes.

3.3 Necessary changes

Where a change results in demonstrable, necessary and reasonable additional or reduced costs, or in a change to the delivery dates, the parties shall agree on a corresponding adjustment to the remuneration and/or dates. Additional costs shall only be recoverable if the Supplier has notified BLEICHERT of them in writing prior to carrying out the change and BLEICHERT has nevertheless approved the change. Reduced costs shall be passed on to BLEICHERT.

If a decision at short notice is required to avoid delays, quality defects, safety risks, breaches of contract vis-à-vis end customers or other significant disadvantages, BLEICHERT shall be entitled to order the change at its reasonable discretion in accordance with Section 315 of the German Civil Code (BGB). The Supplier's rights to judicial review of the reasonableness of such a decision remain unaffected.

3.4 Dimensions, weights and other specifications

Dimensions, weights, load specifications, cycle times, materials, interfaces, markings and other specifications set out in enquiries, drawings, models, technical documentation and other documents must be adhered to as precisely as is technically possible. Tolerances specified in applicable standards shall only apply if they are expressly agreed in writing. The Supplier must immediately notify the Customer in writing of any concerns regarding such specifications.

3.5 Approvals and authorisations

Any agreements, inspections, approvals or authorisations of designs, drawings, circuit diagrams, samples, test plans, documentation or other records by BLEICHERT, the end customer or their customers do not relieve the Supplier of its responsibility for the conformity with the contract, functionality, safety, legal compliance and freedom from defects of the goods supplied.

3.6 Inspections and audits

BLEICHERT, its end customers, their customers and commissioned third parties are entitled to verify the quality, production status, delivery capability, adherence to end-customer specifications, and compliance, supply chain, documentation and product safety requirements at the supplier's premises and, where necessary, at those of its subcontractors, by means of inspections and audits. Notice of an audit must be given in writing. A notice period of three (3) working days shall be deemed sufficient in cases of doubt; in the event of reasonable suspicion of a serious breach or where required by end customers or regulatory authorities, a shorter notice period may be appropriate.

3.7 Audit support and documentation

The supplier must provide appropriate support for audits and inspections, grant access to relevant areas of the premises, test equipment, records and responsible personnel, and provide all requested documentation in full, accurately and in a timely manner. These include, in particular, test reports, proof of materials and origin, certificates, declarations of conformity and supplier declarations, risk analyses, 8D/CAPA reports, evidence relating to supply chain and compliance obligations, and documents required by BLEICHERT due to end-customer, regulatory or legal requirements. The Supplier's trade and business secrets must be adequately protected; however, this does not entitle the Supplier to refuse a legitimate audit or the provision of documents.

§ 4 – Delivery, Performance and Delay in Delivery

4.1 Binding nature of deadlines

The delivery and performance dates set out in orders must be strictly adhered to. Where a delivery or performance week has been agreed, Thursday of that week shall be deemed the latest date of receipt at the agreed place of delivery or, where no delivery is to be made, the latest date for completion of the service. Compliance with the

deadline is determined by the arrival of the goods at the agreed place of delivery or the full completion of the service at the agreed place of performance, not by dispatch.

4.2 Place of delivery, place of performance and subsequent performance

Unless otherwise agreed in writing, delivery shall be made DDP (Delivered Duty Paid) to BLEICHERT's business address in Osterburken. The place of destination shall also be the place of performance for delivery, services and subsequent performance (obligation to deliver).

4.3 Partial deliveries, advance deliveries, excess and shortfall deliveries

Partial, advance, excess and short deliveries are only permitted with BLEICHERT's prior consent, to be given in writing, and must be clearly marked as such. BLEICHERT may reject, store or return unauthorised or incorrectly labelled partial, advance, excess or short deliveries at the supplier's expense and risk. Unless expressly agreed, partial deliveries shall not give rise to a pro rata payment obligation. Any additional costs incurred shall be borne by the supplier.

4.4 Duty to notify and remedial measures in the event of delays

Any foreseeable delays in delivery or performance must be notified to BLEICHERT immediately in writing, stating the cause, consequences, remedial measures and the expected new delivery date. The supplier must take all reasonable measures at its own expense to meet the deadline or minimise the consequences of the delay. BLEICHERT may issue instructions in this regard at its reasonable discretion.

4.5 Default and BLEICHERT's rights

The Supplier shall be in default upon expiry of a binding delivery or performance deadline without the need for a reminder. If agreed delivery or performance deadlines are exceeded, BLEICHERT shall be entitled to all statutory rights, in particular subsequent delivery, compensation for delayed performance, compensation in lieu of performance, procurement from alternative sources, withdrawal or termination.

4.6 Contractual penalty for late or defective performance

(1) If the Supplier is in default with the delivery or service, BLEICHERT shall be entitled to claim a contractual penalty for each week or part thereof of the delay amounting to 0.5 per cent of the net order value of the delayed delivery or service, up to a maximum of 4 per cent of the net order value of the delayed delivery or service.

(2) BLEICHERT is also entitled to claim a contractual penalty if the supplier culpably fails to fulfil a material quality-related contractual obligation properly. A material breach of a quality-related contractual obligation shall be deemed to exist, in particular, if the goods to be supplied, parts, components, software, documentation or other services are supplied with defects relating to safety, functionality, assembly, type approval, compliance, plant availability or end customers; where there is a suspicion of a serial defect within the meaning of these terms and conditions and the Supplier fails to dispel this suspicion in a verifiable and auditable manner within a reasonable period set by BLEICHERT; where agreed testing, quality, documentation, traceability, labelling, approval, compliance or supply chain obligations are culpably breached, or if the Supplier, despite being aware of or negligently unaware of a deviation from agreed requirements, makes a delivery without notifying BLEICHERT of this in writing prior to delivery.

The contractual penalty for material breaches of quality-related obligations shall, for each instance of culpable breach, amount to 0.5 per cent of the net order value of the delivery or service concerned, up to a maximum of 3 per cent of the net order value of the delivery or service concerned. Where the breach of duty relates to a series, batch, lot, production period, software version or any other definable scope of supply, this scope shall be decisive for the calculation.

(3) BLEICHERT reserves the right to claim the contractual penalty upon acceptance, final acceptance or — where the breach of duty only becomes apparent at a later date — within a reasonable period after becoming aware of the breach of duty. A reservation until the final payment or payment of the last invoice arising from the order shall suffice in all cases.

Contractual penalties shall be set off against any damages to be compensated for the same breach of obligation. The right to claim further damages remains reserved. The supplier is entitled to prove that BLEICHERT has suffered no damage or only significantly less damage.

The total of all contractual penalties incurred under these terms and conditions, including those for delays in delivery or performance and for material breaches of quality-related obligations, is limited to a total of 5 per cent of the net order value of the respective overall order.

4.7 Force majeure

Events of force majeure shall release the Supplier from its obligation to perform only for the duration and to the extent of their direct impact, provided that they were unforeseeable, uncontrollable and unavoidable even with reasonable precautions on the part of the Supplier. The Supplier must notify BLEICHERT immediately in writing and take appropriate measures to minimise the impact. Procurement, production, transport, staffing or supply chain problems experienced by the supplier or its subcontractors shall only be deemed to constitute force majeure if the aforementioned conditions are met. If the hindrance lasts for longer than four (4) weeks or jeopardises the end customer's delivery date, BLEICHERT may withdraw from the affected contract in whole or in part or terminate it.

§ 5 – Dispatch, Packaging, Transfer of Risk and Ownership

5.1 Dispatch

Unless a different delivery address is specified in the order, BLEICHERT's business address in Osterburken shall be deemed the dispatch address. The supplier must comply with our shipping, notification, labelling and packaging requirements or, where delivery is made to an end customer, with the end customer's requirements. If, in exceptional cases, BLEICHERT bears the shipping costs, the most cost-effective suitable method of transport must be chosen; BLEICHERT will only cover additional express or air freight costs with prior written consent.

5.2 Delivery documents

A detailed delivery note must be enclosed with every consignment. The delivery note must contain at least the following: delivery note number, delivery date, BLEICHERT's order number and order date, item number, drawing number and index (if available), description, quantity, gross and net weight, country of origin, customs tariff number, type of packaging, delivery address including works/gate, as well as details of partial deliveries, remaining deliveries, hazardous substances, special storage conditions and export control classifications.

5.3 Packaging and Environmental Protection

The goods to be supplied must be packed, labelled and dispatched in a manner that is appropriate, safe for transport, suitable for storage, protected against corrosion and damage, and in compliance with all relevant national, European and international regulations. The supplier shall bear the cost of any damage caused by improper, inadequate or non-compliant packaging. Environmentally friendly, recyclable packaging and filling materials must be used; packaging material should be avoided wherever possible. Packaging material must be taken back at the supplier's expense upon request by BLEICHERT.

5.4 Packaging Act and specific packaging regulations

The Supplier is responsible for complying with the Packaging Act and comparable national and foreign regulations. Packaging that is not properly registered, licensed or eligible for free disposal must be collected from the delivery location and disposed of by the Supplier at their own expense upon request. If this is not done despite a reasonable extension of time, BLEICHERT may return or dispose of the packaging at the supplier's expense. Specific regulations of the country of destination or transit, as well as specific requirements relating to the intended use (e.g. wood, food, pharmaceutical, chemical or cleanroom sectors), must be complied with.

5.5 Hazardous substances, REACH, RoHS and safety data sheets

Hazardous substances, mixtures, articles or other regulated items to be supplied must be packaged, labelled, transported and documented in accordance with the relevant regulations. The Supplier shall fulfil all obligations under REACH, CLP, RoHS and comparable regulations, where applicable, and shall, in particular, provide BLEICHERT with safety data sheets in the language of the country of destination, substance information, SVHC/restriction information, declarations of conformity and other necessary evidence, either unsolicited or upon request.

5.6 Transfer of risk

In the case of deliveries of goods, the risk of accidental loss and accidental deterioration shall pass to BLEICHERT only after unloading at the agreed place of delivery and following an external inspection of the consignment, unless the law or an individual agreement specifies a later date. Where acceptance has been agreed or is required by law, the risk shall not pass until formal acceptance by BLEICHERT or – where the goods are intended for an end customer – upon the agreed acceptance by the end customer.

5.7 Transfer of Title

The Supplier guarantees that, at the time of transfer of ownership, the goods are its sole property and free from any third-party rights.

Ownership of the goods to be supplied passes to BLEICHERT upon handover at the place of delivery or, in the case of services subject to acceptance, upon acceptance. A retention of title by the supplier shall only apply if it has been expressly agreed in writing outside the supplier's General Terms and Conditions. Extended or prolonged retentions of title are excluded.

§ 6 – Prices, Invoices, Payment, Assignment and Set-off

6.1 Binding nature of prices

The net price stated in the order is binding and, unless otherwise agreed in writing, shall be deemed a fixed price inclusive of packaging, transport, insurance, tolls, customs clearance, export and import duties, documentation, inspection and test reports, certificates, assembly, trial operation, training, travel, accommodation, provision of tools, allowances and other ancillary costs. Statutory value added tax must be shown separately, where applicable. Subsequent increases in customs duties, export and import duties and comparable charges shall not give rise to any entitlement to a price adjustment.

6.2 Installation and travel services

Where the Supplier has undertaken to carry out installation, assembly, commissioning, training, testing or any other service at the premises of BLEICHERT or the end customer, the Supplier shall bear all costs and incidental expenses necessary for this, unless otherwise expressly agreed in writing.

6.3 Submission of Invoices and Invoice Details

Invoices must be submitted to BLEICHERT within five (5) days of full delivery or performance of the service; in the case of services subject to acceptance, this shall be after acceptance; invoices must be sent by email to **invoicing@bleichert.de**, unless BLEICHERT specifies a different method of invoicing. Invoices must comply with the applicable tax requirements and, where relevant to the goods supplied, must contain at least the order number, item number, delivery date, scope of services, partial deliveries/remaining deliveries, country of origin, customs tariff number, VAT details and, where applicable, measurement, acceptance or service records. The supplier is liable for the correct declaration and verification of the country of origin and the preferential/export information.

6.4 Payment terms

Unless otherwise agreed in writing, BLEICHERT shall, at its discretion, pay either within thirty (30) days of receipt of the full consignment and the invoice in the case of sales contracts, following acceptance and receipt of the invoice in the case of contracts for work and services, or following full performance of the service and receipt of the invoice in the case of service contracts, subject to a 3% discount, or within sixty (60) days net.

Under no circumstances shall a payment constitute an acknowledgement that the delivery or service complies with the contract or a waiver of BLEICHERT's rights.

6.5 Retention in the case of systems/sub-assemblies

If acceptance takes place vis-à-vis the supplier prior to the customer's acceptance, BLEICHERT is entitled, in the case of systems, system components or assemblies which can only be subjected to a final functional test after installation in the complete system or at the end customer's premises, to withhold 10 per cent of the agreed total remuneration until successful final acceptance by the customer.

6.6 Withholding in the event of defects

In the event of a defective, incomplete or improperly documented delivery or service, BLEICHERT shall be entitled to withhold payments, in whole or in part, to an extent commensurate with the defect, until the defect has been fully rectified, a replacement delivery has been made, the relevant documentation has been provided or the matter has otherwise been resolved. BLEICHERT's statutory and contractual rights of retention, set-off and refusal to perform remain unaffected.

6.7 Prohibition on Assignment and Pledging

The Supplier is not entitled to assign, pledge or otherwise transfer claims or other rights arising from or in connection with contracts with BLEICHERT to third parties without BLEICHERT's prior consent, which must be given in writing. Section 354a of the German Commercial Code (HGB) remains unaffected. BLEICHERT must be notified immediately in writing of any permissible assignment.

6.8 Set-off and Right of Retention on the Part of the Supplier

The Supplier may only set off claims by BLEICHERT against undisputed or legally established counter-claims arising from the same contractual relationship. The Supplier shall only be entitled to rights of retention and refusal to perform on the basis of undisputed or legally established claims arising from the same contractual relationship.

§ 7 – Acceptance, Final Acceptance and Obligation to Inspect and Give Notice of Defects

7.1 Acceptance subject to reservation

The acceptance of deliveries or services, the receipt of documents, approvals, inspections, payments or any other conduct on the part of BLEICHERT shall not constitute recognition that they comply with the contract, nor shall it constitute a waiver of any rights relating to defects, damages, indemnity, withdrawal or any other rights.

7.2 Preliminary inspection by the Supplier

The supplier is obliged to inspect, on its own responsibility, all goods to be delivered to BLEICHERT or its end customers prior to dispatch, and all services prior to handover, to ensure they comply with the contract, are functional, safe, complete, properly documented and legally compliant. Upon request, the Supplier must provide test reports, factory certificates, measurement reports, functional tests, and evidence of conformity and quality assurance.

7.3 Specification of Section 377 of the German Commercial Code (HGB)

Insofar as Section 377 of the German Commercial Code (HGB) applies, the parties hereby definitively specify BLEICHERT's obligation to inspect and give notice of defects in accordance with this clause. BLEICHERT's incoming goods inspection is limited to defects that become apparent upon external examination in the ordinary course of business, in particular recognisable transport damage, discrepancies in identity, incorrect deliveries, gross discrepancies in quantity and externally recognisable defects in packaging or labelling.

7.4 No further incoming inspection

BLEICHERT is not obliged, without specific cause, to unpack, dismantle, commission or integrate the goods into systems, to carry out technical or functional tests, carry out measurement, material, safety, software, endurance, interface, destructive or other specialised tests, or to independently verify information provided by subcontractors or manufacturers, insofar as this is not readily feasible in the ordinary course of business. This applies in particular to customer-specific, complex, safety-critical, software-based, items to be integrated, or items that can only be tested at the end customer's premises.

If items are delivered in protective packaging which, by its nature and purpose, is only to be removed at a later stage – for example, upon integration of the item into the end customer's system – BLEICHERT shall not be obliged, irrespective of the above provisions, to remove the protective packaging in order to inspect the item upon delivery.

7.5 Time limits for notice of defects

BLEICHERT shall give notice of any obvious defects within the meaning of clauses 7.3 and 7.4 within ten (10) working days of receipt of the delivery. BLEICHERT shall give notice of other defects, in particular hidden defects, technical defects, functional defects, defects relating to the production batch, defects relating to documentation, defects relating to compliance, or defects only become apparent during assembly, integration, trial operation, commissioning, end-customer testing or end-customer acceptance, within ten (10) working days of their discovery. To meet the notification deadline, it is sufficient to dispatch the notice of defect in good time.

7.6 Time of discovery

A defect shall only be deemed to have been discovered when, in the ordinary course of business, BLEICHERT has sufficiently reliable knowledge of the specific deviation and its attribution to the Supplier's delivery item. Indications, grounds for suspicion, customer complaints without a sufficient factual basis, ongoing fault analyses or mere test results without clarification of the cause shall not trigger the notice period.

7.7 Exclusion of defences regarding the notice of defect

The supplier may not rely on a delayed inspection or notice of defect insofar as the defect arises from a breach of its obligations regarding testing, notification, documentation, quality, supply chain, compliance or disclosure; the supplier was aware of the defect or should have been aware of it as a result of proper quality assurance; it has fraudulently concealed the defect, or timely detection was impeded by missing, incorrect or incomplete documentation.

7.8 Acceptance in the case of contracts for work and services

Where a contract for work and services or a service subject to acceptance applies, formal acceptance is required. Partial acceptance is excluded unless BLEICHERT expressly agrees to it in writing. Deemed acceptance, in particular through further processing, installation, commissioning, trial operation, payment, silence or the expiry of a deadline, is excluded to the extent permitted by law. Preliminary, on-site or interim inspections do not constitute acceptance.

7.9 End-customer acceptance

If the service is intended for an end customer or is to be integrated into a system for an end customer, acceptance shall take place

at the same time as the end customer's acceptance.

§ 8 – Warranty, rights in respect of defects, product liability and insurance

8.1 Quality in accordance with the contract

The Supplier warrants that, upon transfer of risk or acceptance, the goods to be supplied shall be of the agreed quality, free from defects in quality and title, comply with the specifications of BLEICHERT and the end customer, be fit for the apparent contractual purpose of the contract, and fulfil all relevant statutory, regulatory, technical, safety-related, environmental, export control, supply chain and documentation requirements.

Components that have been discontinued by the supplier must not be installed.

8.2 Warranty period

Unless otherwise agreed in writing, the statutory warranty periods shall apply, subject to a minimum warranty period of twenty-four (24) months. Where goods or services are intended for an end customer of BLEICHERT, the warranty period shall commence upon acceptance by the end customer or, if no acceptance takes place, upon commissioning at the end customer's premises. BLEICHERT shall inform the supplier of the date of acceptance or commissioning as known to it.

8.3 Method of remedial performance

Under the warranty, BLEICHERT shall have the right to choose whether the supplier, at its own expense, shall immediately supply a defect-free item or service, remedy the defect or take any other suitable remedial action. The Supplier must plan and carry out remedial measures in such a way that operational processes, end-customer deadlines and the availability of BLEICHERT's or the end-customer's equipment are affected as little as possible.

8.4 Self-remedy and urgent cases

In urgent cases, where there is imminent danger, to prevent disproportionate damage, in the event of an impending end-customer shutdown, in the event of default by the Supplier, or where setting a prior deadline is unreasonable due

to particular urgency, BLEICHERT may remedy defects itself or have them remedied by third parties at the Supplier's expense. BLEICHERT shall notify the supplier in advance, in so far as this is possible and reasonable.

8.5 Costs of rectifying defects

The supplier shall bear all expenses necessary for the purposes of inspection, subsequent performance, rectification of defects, fault analysis, return of goods, procurement of replacements and prevention of damage. These include, in particular, transport, travel, labour, material, testing, removal, installation, dismantling, assembly, commissioning and travel costs, surcharges, subsistence allowances, costs of end-customer measures, documentation and certification costs, as well as BLEICHERT's internal expenses in accordance with BLEICHERT's currently applicable installation and service rates.

8.6 Suspension and recommencement

For replaced or rectified parts, a new warranty period commencing upon replacement or successful rectification shall run for the duration of the originally applicable warranty period. Furthermore, the warranty periods currently in force for the affected items of delivery shall be suspended for the period between the supplier's receipt of the notice of defect and the complete rectification of the defect or other resolution of the notice of defect.

8.7 Fault Analysis and Remedial Measures

Upon receipt of a notice of defect, the Supplier must immediately determine the cause of the defect, notify BLEICHERT of the result in writing, and propose and implement suitable immediate, corrective and preventative measures. BLEICHERT may request an 8D report or a comparable structured analysis of causes and measures.

8.8 Recall, Information and Field Measures

The Supplier shall reimburse BLEICHERT for all reasonable expenses incurred by BLEICHERT as a result of, or in connection with, a defect, safety risk, legal infringement or serial fault caused by the Supplier, arising from or in connection with recall, warning, information, replacement, retrofitting, servicing or other field measures. BLEICHERT shall inform the Supplier of the scope and content of the measures – insofar as this is possible and reasonable – and give the Supplier the opportunity to comment. Statutory claims remain unaffected.

8.9 Product liability and indemnification

Should any product liability, manufacturer's liability, safety, market surveillance, end-customer or other third-party claims be brought against BLEICHERT, BLEICHERT shall inform the supplier immediately and, thereafter, on an ongoing basis regarding the progress of the proceedings relating to the claim. BLEICHERT shall only enter into a settlement with the claimant after prior consultation with the supplier, provided that this does not result in any disadvantage to BLEICHERT. The supplier shall indemnify BLEICHERT upon first request, insofar as the claim is attributable to a defect, a breach of duty, missing documentation, inaccurate information, an infringement of intellectual property rights, a breach of compliance or any other liability on the part of the supplier or its subcontractors. The obligation to indemnify also covers reasonable legal costs incurred in pursuing or defending legal claims.

8.10 Insurance

The supplier must maintain insurance cover in line with industry standards and appropriate to the scope of supply. In particular, the Supplier shall maintain public liability insurance covering business operations, products and, where applicable, recall costs, with a sum insured of at least EUR 5.0 million per claim for personal injury, property damage and consequential financial loss, as well as at least EUR 5.0 million per claim for removal, installation and recall costs, and shall maintain this cover throughout the term of the contract and for at least five (5) years following the respective delivery or end-customer acceptance. Upon request, the Supplier shall provide confirmation of insurance cover. The Supplier shall assign to BLEICHERT any insurance proceeds relating to the subject-matter of the contract upon conclusion of the contract; BLEICHERT accepts such assignment.

§ 9 – Suspected serial defects and serial damage

9.1 Suspected batch defect

A suspected batch defect exists where identical or comparable defects, deviations or anomalies occur in several items of delivery, parts, components, software, documentation or other services, and where, based on the nature of the fault, its cause, batch, series, batch, production line, production period, material batch, software version, subcontractor process, testing or documentation status or other objective circumstances, there is a possibility that further similar or comparable items to be supplied, parts, components or services are affected.

In particular, a suspicion of a serial issue may also exist if, given their nature, significance or potential consequences, the identified defects or anomalies are relevant to safety, functionality, assembly, type approval, compliance, system availability or end customers; or if a full inspection is unreasonable for BLEICHERT due to the number of items, installation status, testing effort, costs, time required, technical complexity or the fact that testing is only possible by destructive means.

9.2 Determination of the affected scope

BLEICHERT shall determine, at its reasonable discretion in accordance with Section 315 of the German Civil Code (BGB), whether multiple defects within the meaning of 9.1 exist and which scope of delivery, series, batch, lot,

production, software, documentation or use is covered by the suspicion of a series defect, taking into account the circumstances of the individual case.

In making this determination, BLEICHERT shall take into account, in particular, the absolute number of defects or anomalies identified, the defect rate, the similarity of the defect pattern, the likelihood of a common cause of the defects, the criticality of the defect, the testability of the affected parts, the cost and time involved in a full inspection, the possibility of destructive testing only, the installation status, the significance of the parts for safety, function, system availability, type approval, compliance or end-customer requirements, as well as the potential costs arising from defects, dismantling, downtime and testing.

As a general rule, a production defect is deemed to exist if, in a batch of more than five (5) to fifty (50) items, more than two (2) items, or in a batch of more than fifty (50) to one hundred (100) items, more than three (3) items, and in a batch of more than one hundred (100) items, 3 per cent of the items in a consignment do not meet the agreed specifications, quality standards or legal requirements. For batch sizes of more than one hundred (100) items, fractions resulting from the calculation of up to 0.5 shall be rounded down to the nearest whole number, and fractions of 0.5 or higher shall be rounded up to the nearest whole number.

9.3 Investigation of suspected serial defects by the Supplier

Where there is a suspicion of a production run defect, the Supplier must immediately, at its own expense, take all necessary measures to investigate and contain the issue, and must keep BLEICHERT continuously informed of this in writing. This includes, in particular, analysing the causes of the fault, isolating the affected batches, series, lots, production periods, subcontractors, software versions and material batches; submitting suitable testing, manufacturing, quality, audit and traceability documentation; carrying out additional tests and sorting operations; blocking affected stock; and proposing corrective, replacement, rework and preventative measures.

The supplier must dispel the suspicion of a production run issue within a reasonable period set by BLEICHERT at its reasonable discretion, in writing, in a manner that is comprehensible and verifiable. The resolution of the suspected batch defect requires the supplier to demonstrate and substantiate, on the basis of suitable technical, qualitative, statistical and documented evidence, that the similar or comparable items supplied, parts, components or services recorded by BLEICHERT in accordance with clause 9.2 are not affected by the same or a comparable defect and that there is no relevant recurrence, functional, safety, approval, compliance or end-customer relevance.

9.4 Legal consequences if the suspicion of a serial defect is not dispelled

If the Supplier fails to dispel the suspicion of a production run defect within the set deadline in a manner that is comprehensible and verifiable, BLEICHERT's rights arising from the identified defect, deviation or anomaly shall also apply to all similar or comparable delivery items, parts, components, software, documentation or other services of the affected production run, batch, the affected lot, production period, software version, subcontractor process or any other relevant context.

In this case, BLEICHERT shall be entitled, at its reasonable discretion, to demand all necessary and appropriate measures to limit risk, investigate the matter, safeguard the supply chain, prevent consequential damage or damage to end customers arising from the defect, and restore compliance with the contract. These include, in particular, additional tests, special tests (including destructive testing), sorting, blocking, return of goods, replacement, reworking, substitute delivery, technical modifications, documentation, root cause analysis, corrective measures, preventive measures, provision of information or coordination with end customers, as well as audits at the supplier's premises or those of its subcontractors.

9.5 Allocation of costs

Insofar as the suspicion of a production batch defect is based on a defect for which the Supplier is responsible, a deviation for which the Supplier is responsible, or an inadequate inspection, quality, manufacturing or documentation situation for which the Supplier is responsible, or insofar as the Supplier fails to dispel the suspicion of a production batch defect in a comprehensible and verifiable manner, the Supplier shall bear the necessary and reasonable costs of the measures in accordance with this provision.

These include, in particular, the costs of fault analysis, random sampling, special and destructive testing, as well as costs relating to sorting, holding, reworking, replacement, removal and installation, transport, travel, storage, documentation, auditing, downtime, handling and coordination with end customers. Any further statutory or contractual rights of BLEICHERT remain unaffected.

9.6 Relationship to the obligation to inspect and give notice of defects

The notification of a defect, deviation or anomaly in individual items of delivery, parts, components or services preserves BLEICHERT's rights also with regard to all similar or comparable items of delivery, parts, components or services covered under 9.2, if there is a suspicion of a serial defect and this is not dispelled by the supplier in accordance with 9.3.

BLEICHERT's obligation to inspect and give notice of defects is limited to inspections that are reasonable in the ordinary course of business, taking into account the type, quantity, value, significance, intended installation and use of the items supplied, the detectability of the defect, the technical effort involved in testing, the costs and time required, and any tests that can only be carried out by destructive means. In particular, BLEICHERT is not obliged, without

specific cause, to carry out comprehensive individual tests, destructive tests, complex functional, endurance, material, laboratory or load tests, or tests on parts that have already been installed.

§ 10 – Intellectual Property Rights, Work Products, Software, Data and Documentation

10.1 Freedom from third-party rights

The Supplier warrants that the goods supplied, work results, documentation, software, data, designs, processes and other services are free from third-party rights and that their use, integration, resale, maintenance, repair, modification or disclosure in accordance with the contract, both domestically and abroad, does not infringe any industrial property rights, copyright, trade secrets, licence terms or other third-party rights.

10.2 Indemnity against claims relating to intellectual property rights

The Supplier shall indemnify BLEICHERT against all claims, damages, expenses and costs arising from actual or alleged infringements of intellectual property rights or other rights of third parties in connection with the goods or services supplied. The Supplier shall assist BLEICHERT in the investigation, defence and settlement of such claims and shall provide all necessary documentation. BLEICHERT shall inform the Supplier of any claims made against it and, insofar as is reasonable, shall give the Supplier the opportunity to influence the outcome.

10.3 Remedies for infringements of intellectual property rights

In order to avoid or settle a dispute concerning intellectual property rights, the Supplier shall, at BLEICHERT's discretion and at its own expense, either obtain the necessary rights of use, modify the goods to be supplied in such a way that no third-party rights are infringed, without compromising the agreed function, safety, quality or approval, or provide equivalent goods that do not infringe any rights. BLEICHERT's statutory and contractual rights remain unaffected.

10.4 Rights of use in the goods supplied and documentation

The Supplier grants BLEICHERT, in respect of the goods supplied, work products and the associated documentation, the non-exclusive, transferable, sub-licensable, worldwide right, unlimited in time and scope, to use, reproduce, edit, integrate, maintain, repair, modernise, amend, test, document, pass on to affiliated companies, end customers and commissioned third parties, and exploit them within the scope of the intended distribution and project purposes. If licences are required for the use of the delivered items, the Supplier shall procure these at its own expense.

The remuneration for this is covered by the agreed price.

10.5 Customer-specific developments

Insofar as the Supplier creates or develops delivery items, software, documentation, designs, drawings, calculations, designs, processes or other work products in accordance with BLEICHERT's instructions, documents, ideas, specifications or end-customer requirements, BLEICHERT shall be granted – insofar as legally transferable – an exclusive, transferable, sub-licensable, worldwide right of use, unlimited in time and scope, for all known types of use. The Supplier's independent, pre-existing basic developments shall remain unaffected insofar as they are not required for use in accordance with the contract; otherwise, the Supplier shall grant BLEICHERT the rights necessary for such use in accordance with clause 10.4.

10.6 Patents and other industrial property rights of the Supplier

Insofar as the Supplier holds patents, utility models, designs or other industrial property rights that are necessary for the use, integration, maintenance, repair, modification or resale of the goods supplied, the Supplier shall grant BLEICHERT, upon delivery, a perpetual, transferable, sub-licensable, worldwide and royalty-free licence to the extent necessary for the purpose of the contract.

10.7 Software

Where software forms part of the scope of delivery or is necessary for the use of the goods supplied, the Supplier grants BLEICHERT the non-exclusive, transferable, sub-licensable, worldwide and perpetual right to install the software and the associated documentation, load, display, run, test, back up, reproduce, maintain, patch, update, configure, integrate, transfer to affiliated companies, end customers and authorised third parties, and to use within the scope of the intended use of the system. Licence fees are covered by the agreed price.

10.8 Open-source and third-party software

The Supplier must disclose to BLEICHERT in full and in writing, prior to the conclusion of the contract and upon any amendment, whether and which open-source software, freeware, third-party software or other licence components are contained in the deliverables or are required for their use. Components subject to copyleft, disclosure, redistribution, licence fee or other restrictions may only be used with BLEICHERT's prior consent. The Supplier shall indemnify BLEICHERT against any breaches of licence terms.

10.9 Data and digital functions

Insofar as the goods to be supplied generate, store, transmit or analyse data, or are supplied as networked products or products with digital elements, the Supplier shall ensure that BLEICHERT, its affiliated companies, end customers and authorised third parties may use and request the data required for operation, maintenance, servicing, fault analysis, optimisation, retrofitting, warranty, compliance, cybersecurity and statutory rights to information or access in a

standard, machine-readable format. The Supplier shall not impose any technical or contractual restrictions that unreasonably impede access to data in accordance with its intended purpose.

Unless otherwise agreed in writing, the Supplier shall ensure that no data is transferred to it or to third parties.

10.10 Documents, samples, tools and property of BLEICHERT

Documents of any kind (e.g. samples, models, drawings, software, data, plans, calculations, specifications, tools, moulds, jigs and other items) which BLEICHERT makes available to the Supplier or the costs of which are borne by BLEICHERT are and shall remain the property of BLEICHERT. They may be used exclusively for orders from BLEICHERT; they must not be copied without BLEICHERT's consent, made available to third parties, or used for the Supplier's own developments or orders from third parties.

10.11 Return, deletion and waiver of retention

Documents, data and items belonging to BLEICHERT must be returned free of charge and without being asked as soon as they are no longer required for the performance of the order, but at the latest upon termination of the contract. Electronic data must be securely deleted; confirmation of the deletion must be provided to BLEICHERT in writing upon request. The Supplier waives any rights of retention or retention rights in respect of BLEICHERT's items, documents and data.

10.12 Protection against use by third parties

Products, samples, tools, jigs, designs or other results produced on the basis of BLEICHERT's documentation, confidential information or tools, or on the basis of replicas of such tools, may not be used by the supplier for purposes other than the contract, nor may they be offered or supplied to third parties. Upon completion of the contract, they must be surrendered or destroyed at BLEICHERT's discretion; proof of destruction must be provided.

10.13 Storage of data

Data and information received by the Supplier from BLEICHERT must not be stored on cloud systems outside the EU without prior written consent, unless the Supplier can demonstrate in advance that the cloud system complies with the regulations applicable in the EU, in particular with regard to data security and third-party access. Such data must always be stored in encrypted form on cloud systems.

10.14 Use of artificial intelligence

Data and information received by the Supplier from BLEICHERT must not be processed using artificial intelligence without prior written consent, unless such data is publicly available independently of its provision by BLEICHERT. Such information must not be used for training AI models. If the Supplier wishes to process such data using artificial intelligence or to use it for training AI models, it must, upon request for authorisation, inform BLEICHERT of the systems it uses and disclose all measures taken to protect Bleichert's intellectual property.

§ 11 – Design, Documentation, Labelling and Product Conformity

11.1 Designs and drawings

Third-party designs, drawings, circuit diagrams, layouts, calculations, parts lists and other technical documentation must be produced exclusively on BLEICHERT forms or in formats approved by BLEICHERT. Calculations relating to structural analysis, cycle time, safety, interfaces, performance, energy requirements and other parameters relevant to the scope of supply shall form an integral part of the design and must be supplied. The end customer's specifications regarding content, format, drawing standards, documentation language, numbering and data structure must be adhered to.

11.2 Documentation

The Supplier shall provide complete, accurate, up-to-date and verifiable documentation in German and, where required by the end customer or the country of use, in other languages. The documentation shall include, in particular, drawings, bills of materials, spare parts lists with sources of supply, operating, maintenance and assembly instructions, safety and risk information, test and acceptance reports, declarations of conformity and installation, material and component certificates, software and licence documentation, circuit diagrams, certificates, proofs of origin and preferential trade status, as well as all documents required for operation, maintenance, auditing, export, end-customer acceptance and statutory documentation requirements.

11.3 Provision and retention of documents

The documentation must be handed over in the agreed electronic and physical formats no later than upon delivery; in the case of services subject to acceptance, no later than at the time of acceptance. The Supplier must retain the test, quality, material, supply chain and compliance documentation underlying the delivery for at least ten (10) years from the date of delivery or end-customer acceptance, unless statutory, regulatory or end-customer requirements stipulate a longer period. Upon request, the Supplier shall make these documents available without delay.

11.4 Missing parts and deviations

Missing, defective or parts to be supplied by BLEICHERT, as well as discrepancies in drawings, parts lists, interfaces or customer specifications, must be reported to BLEICHERT in writing no later than fifteen (15) calendar days prior to

delivery of the plant component, or immediately if detected earlier. Failure to give such notice shall result in the Supplier bearing any additional costs and losses arising from delays.

11.5 Type plates and marking

Type plates, serial numbers, CE/UKCA or other conformity marks, as well as safety, warning, maintenance, transport, hazardous substance, origin and traceability markings, must be affixed in a permanent, legible and tamper-proof manner in accordance with the specifications of BLEICHERT, the end customer, the country of use and the statutory requirements. Any changes require BLEICHERT's consent in writing.

11.6 Product conformity and market access

Provided the Supplier is aware of the market for which the goods are intended, the Supplier shall ensure that they comply with all relevant product and market access requirements pertaining to manufacture, making available on the market, installation, commissioning, operation, maintenance, repair, modification, export, import and use. This includes, where applicable, in particular requirements relating to machinery and partly completed machinery, electrical safety, electromagnetic compatibility, pressure equipment, hazardous substances, REACH/RoHS, product safety, cybersecurity, data protection, energy efficiency, environmental and waste disposal regulations, as well as national requirements of the country of destination and use. If the supplier is unaware of the market for which the goods are intended, and if this may be relevant to their manufacture, the supplier must inform BLEICHERT of this and make the necessary enquiries.

11.7 Products with digital elements and cybersecurity

Where the goods to be supplied contain software, firmware, network or remote maintenance functions, interfaces, control systems, sensors or other digital elements, the supplier shall ensure appropriate 'cybersecurity by design' and vulnerability management measures. The Supplier shall provide security updates, patches, version information, details of known vulnerabilities, secure default configurations, access data management, update and recovery processes, and, upon request, a Software Bill of Materials (SBOM) or comparable list of software components. Critical vulnerabilities or security incidents must be reported to BLEICHERT without delay.

§ 12 – Subcontractors, Suppliers and the Supply Chain

12.1 Use of subcontractors

The engagement of subcontractors for essential services is only permitted with BLEICHERT's prior consent in writing. BLEICHERT shall not withhold consent without a legitimate interest. A legitimate interest shall be deemed to exist, in particular, if the end customer raises objections, prohibits the engagement, the subcontractor competes with BLEICHERT, there are risks relating to compliance, the supply chain, quality, export controls, data protection or intellectual property rights, or the subcontractor is unwilling to assume the necessary obligations.

12.2 List of suppliers and substitution

Upon request, the supplier must provide BLEICHERT with a complete and up-to-date list of its suppliers and sub-suppliers used for the order, including the scope of services, manufacturing location, origin of key materials, critical components and relevant certifications. Where BLEICHERT or the end customer has a legitimate interest, the Supplier shall replace a supplier with an alternative supplier approved or designated by BLEICHERT; proven, unavoidable additional costs shall only be reimbursed insofar as BLEICHERT requests the replacement for reasons not attributable to the Supplier.

12.3 Delegation of Obligations

The Supplier must ensure that its subcontractors, suppliers and sub-suppliers comply with all obligations arising from these General Terms and Conditions of Purchase, the purchase order and the relevant end-customer specifications throughout the supply chain. This applies in particular to quality, documentation, confidentiality, intellectual property rights, product conformity, supply chain and compliance requirements, export controls, audit and information rights, data protection, cybersecurity, and obligations regarding spare parts and obsolescence.

12.4 Changes to the supply chain and materials

Any changes to manufacturing sites, key suppliers, materials, components, manufacturing processes, software components, testing procedures, certifications or supply chains that may affect quality, conformity, delivery capability, documentation, end-customer approval, export control or compliance must be notified to BLEICHERT in advance in writing and require BLEICHERT's consent where they are material.

12.5 Audit and Documentation Rights in the Supply Chain

The Supplier shall ensure that BLEICHERT, end customers, their customers and appointed auditors receive the supply chain information, evidence and audit opportunities relevant to the order. If an audit at a sub-supplier is not possible for legal or practical reasons, the Supplier must obtain equivalent evidence and inform BLEICHERT immediately of the restriction.

12.6 Critical and Discontinued Components

The Supplier must not use any components that have been discontinued, are being phased out, are not available in the long term, are non-compliant or are recognisably unsuitable for the purpose of the contract without first informing

BLEICHERT in writing and obtaining BLEICHERT's consent. This applies in particular to electronic components, software, control systems, safety-related components and customer-specific parts.

§ 13 – Compliance, Sustainability and Supply Chain Due Diligence

13.1 General Compliance

The Supplier undertakes to comply with all applicable laws and regulations of the relevant jurisdictions when performing the Contract. The Supplier shall refrain from any form of corruption, bribery, granting of undue advantages, money laundering, terrorist financing, circumvention of sanctions, breach of competition law, unfair competition, tax evasion or any other criminal or administrative offence, and shall take appropriate measures to prevent such conduct.

13.2 Human Rights, Working Conditions and the Environment

The Supplier undertakes to comply, within its own business operations and throughout its supply chain, with statutory provisions, in particular the requirements of the Supply Chain Due Diligence Act (LkSG), where applicable, as well as internationally recognised standards for the protection of human rights, working conditions and the environment. This includes, in particular, the prohibition of child labour and forced labour, slavery and human trafficking; compliance with minimum wage, working hours and health and safety regulations; freedom of association; protection against discrimination; the fair treatment of employees; the protection of health and safety; the responsible handling of chemicals, waste, emissions, water and soil; and compliance with applicable environmental and climate protection regulations.

13.3 End-customer and regulatory requirements

The Supplier acknowledges that BLEICHERT's end customers may impose their own requirements relating to supply chains, sustainability, human rights, the environment, export controls, sanctions, product safety, cybersecurity and documentation. The Supplier shall comply with all end-customer requirements relevant to its services, insofar as BLEICHERT communicates them to the Supplier, or they are known to the Supplier, or should be known to the Supplier under the circumstances.

13.4 Evidence and documentation

At BLEICHERT's request, the supplier must demonstrate compliance with compliance, supply chain and sustainability obligations by means of suitable, up-to-date and verifiable documents. These include, in particular, codes of conduct, supplier self-declarations, risk analyses, audit reports, certificates, training records, proof of origin, materials, substances, CO₂/emissions, CBAM, conflict minerals, REACH/RoHS, occupational health and safety, minimum wage, social security, environmental, waste disposal, export control and sanctions, insofar as they are relevant to the order, the end customer, the country of destination or statutory reporting obligations.

13.5 Audit and Right to Information

BLEICHERT, end customers, their customers, public authorities or third parties commissioned by them may verify compliance with the obligations set out in this clause by means of document reviews, questionnaires, interviews, remote audits and on-site audits. The Supplier shall provide appropriate assistance with these checks, provide complete and accurate information, and make the necessary documents available in a timely manner. In the event of reasonable suspicion of serious breaches, regulatory requirements or end-customer requirements, BLEICHERT may request an audit at short notice.

13.6 Corrective measures

If the supplier identifies a risk relating to human rights, the environment, compliance, sanctions, export controls or product safety, or a corresponding breach, it must inform BLEICHERT immediately in writing, propose suitable immediate and corrective measures, and implement these following consultation with BLEICHERT. BLEICHERT may require appropriate preventative and remedial measures, in particular a root cause analysis, a corrective action plan, a timetable, additional evidence, training, a change of supplier, the suspension of affected deliveries or recall/information measures.

13.7 Obligations of Sub-suppliers

The Supplier shall oblige its subcontractors, suppliers and sub-suppliers to comply with comparable obligations regarding compliance, the supply chain, sustainability, documentation and audits. The Supplier shall remain liable for any breaches of duty by its subcontractors, suppliers and sub-suppliers, insofar as these affect its obligations to supply goods or services to BLEICHERT.

13.8 Rights in the Event of Breaches

If the supplier refuses to provide the necessary evidence or audits, provides incorrect or incomplete information, or if there is a breach of essential compliance, supply chain, sustainability, export control, sanctions or end-customer requirements, BLEICHERT may suspend deliveries, refuse to accept or pay for them, demand remedial action, withdraw from the contract, terminate the contract for cause and claim damages. In the case of remediable breaches, BLEICHERT shall set a reasonable deadline for remedial action, provided this is reasonable in view of the nature and severity of the breach and with regard to end-customer, regulatory or security requirements.

13.9 Code of Conduct

Any code of conduct issued by BLEICHERT or the end customer that is in force at the time of conclusion of the contract or of which the Supplier has been notified shall be deemed to have been accepted as binding, in so far as its requirements relate to the order and are reasonable for the Supplier to comply with. Any conflicts between these General Terms and Conditions of Purchase and a code of conduct must be reported to BLEICHERT without delay; in case of doubt, the provision that is stricter for BLEICHERT and legally permissible shall apply.

§ 14 – Foreign Trade, Customs, Export Controls and Sanctions

14.1 Compliance with Foreign Trade Law

The Supplier must comply with all requirements of the applicable national, European and international customs, export, import, embargo, sanctions and foreign trade law ('foreign trade law'), insofar as the delivery or service is affected by these or it is apparent from the order that the goods to be supplied are intended for a foreign end customer, a foreign country of use, re-export or cross-border use. It is the Supplier's responsibility to inform themselves of the regulations applicable to their goods.

14.2 Duty to provide information

The Supplier must provide BLEICHERT, in writing, with all information and data required by BLEICHERT to comply with foreign trade law in relation to export, import, transfer, re-export, end-use, sanctions checks and customs clearance, no later than two (2) weeks after the order is placed and, in the event of any changes, without delay. This includes, in particular:

statistical commodity code, HS code, customs tariff number and description of goods;

country of origin (non-preferential origin) and, where required, supplier's declarations, proof of preferential status or certificates of origin;

export control classifications, export list numbers, dual-use designations, ECCNs and details of any licensing or end-use requirements;

country-specific approvals or markings, in particular the China Compulsory Certificate (CCC), where relevant;

Risks relating to sanctions, embargoes, end-use, end-users or circumvention, insofar as these are known or apparent to the supplier.

14.3 Accuracy of information and changes

The supplier guarantees the accuracy, completeness and up-to-date nature of the information relating to foreign trade, customs and origin provided by them. BLEICHERT must be notified of any changes in writing without delay. The supplier shall be liable for all expenses, damages, delays, fines, additional claims, storage, demurrage and handling costs incurred by BLEICHERT as a result of incorrect, late or incomplete information, unless the supplier is not at fault for the breach of duty.

14.4 Authorisations and Right of Withdrawal

If the Supplier is unable to fulfil the requirements necessary for export, import, transit, re-export or end-use, even though the intended use of the goods was, or should have been, apparent to the Supplier, BLEICHERT may withdraw from or terminate the contract. The Supplier shall compensate BLEICHERT for all losses and additional costs incurred as a result, including proven expenses, plus a flat-rate surcharge of 20 per cent for handling and overheads, unless the Supplier can prove that the loss was less.

§ 15 – Spare Parts, Obsolescence and Right of Return

15.1 Availability of spare parts

The Supplier is obliged to maintain a stock of spare parts, wear parts, software updates, firmware, documentation, tools and other services required for the operation, maintenance, repair and servicing of the products supplied to BLEICHERT for a period of at least ten (10) years following the respective delivery or end-customer acceptance, or to ensure their availability on standard market terms.

15.2 Discontinuations and Final Orders

If the Supplier intends to discontinue or alter the manufacture or availability of the goods to be supplied, spare parts, components, software, updates or documentation, it shall inform BLEICHERT in writing without delay, but no later than twelve (12) months prior to such discontinuation or alteration. The Supplier must afford BLEICHERT a reasonable opportunity to place a final order on standard market terms and propose suitable alternatives.

15.3 Use of Discontinued Components

If the Supplier uses components that have been discontinued by a sub-supplier, the Supplier shall, at its own expense, modify the goods to be supplied in such a way that successor components can be used as spare parts. This obligation shall apply for ten (10) years from the date of delivery or end-customer acceptance.

15.4 Supply chain obligations

The Supplier shall bind its suppliers and sub-suppliers in such a way that the obligations regarding spare parts, obsolescence and documentation can be fulfilled. If the Supplier identifies risks of unavailability, it must inform BLEICHERT without delay and propose suitable risk mitigation measures.

15.5 Right of Return

Supplier materials from completed BLEICHERT customer orders may be returned to the supplier free of charge within one (1) year of delivery, in standard commercial condition, for the full credit amount, unless otherwise agreed in an individual agreement.

§ 16 – Contract work and materials supplied by the supplier

16.1 Remuneration for processing orders

In the case of processing orders where materials are supplied by the supplier, BLEICHERT shall only pay for those items or parts that have been successfully processed by the supplier in accordance with the contract and free from defects, and which have been accepted by BLEICHERT. Any further rights of BLEICHERT remain unaffected.

16.2 Liability for damage to materials

In the event of damage to materials in connection with the processing, the supplier shall be liable for any fault on its part. BLEICHERT bears the risk of accidental damage up to 10 per cent of the value of the material handed over for processing; beyond that, the risk is borne by the supplier. The supplier must reimburse the replacement value of damaged material upon invoicing; the costs incurred by BLEICHERT in procuring the replacement, plus a surcharge of 15 per cent for handling and overheads, are eligible for reimbursement.

16.3 Ownership and Marking

The material made available to the supplier is intended exclusively for use in connection with BLEICHERT's order and remains the property of BLEICHERT. No right of disposal over this material is transferred. The material must be marked as the property of BLEICHERT, stored separately, handled properly and secured against loss, damage, mix-ups and unauthorised access. Where the material is no longer required, it must be returned to BLEICHERT free of charge.

16.4 Processing and Co-ownership

Where supplied material is processed, combined or mixed, BLEICHERT retains a right of co-ownership of the finished goods in proportion to the value of the material relative to the total value of the goods. The supplier shall hold the co-ownership in trust for BLEICHERT free of charge.

16.5 Risk and Insurance

Until such time as they are returned, delivered or accepted, the supplier shall bear the risk of loss and deterioration in respect of its own materials and manufacturing services, as well as in respect of materials, tools, fixtures, samples and documentation provided by BLEICHERT. The supplier must insure these adequately against fire, water (including fire-fighting water), theft, vandalism, natural hazards and other customary risks.

16.6 Reporting of defects and functional testing

Should any defects occur, these must be reported to BLEICHERT in writing without delay. Defects must be documented in the drawings or digital documents provided for production. BLEICHERT will only accept costs arising from faulty drawings following immediate consultation and the provision of a detailed breakdown. Assemblies must undergo a functional test prior to delivery. Any unreported faults that result in additional costs during repeat production will be charged to the original manufacturer.

§ 17 – Confidentiality, Data Protection and Advertising

17.1 Duty of Confidentiality

The Supplier shall keep BLEICHERT's trade secrets within the meaning of § 2(1) of the German Trade Secrets Act (GeschGehG), as well as other confidential information, findings, documents, data, samples, tools, customer information, prices, contract details and project information ('Confidential Information'), secret and shall not disclose or reveal them. This obligation shall apply for the duration of the business relationship and for five (5) years following its termination; trade secrets must be kept confidential for as long as they remain trade secrets.

17.2 Need-to-know and protective measures

The Supplier may only disclose Confidential Information internally and to authorised subcontractors to the extent that this is necessary for the performance of the contract ('need-to-know') and provided that the recipient has previously been bound by at least an equivalent confidentiality obligation. The Supplier shall protect Confidential Information

against loss, unauthorised access, disclosure and alteration by means of appropriate technical and organisational measures.

17.3 Disclosure to third parties

The disclosure of confidential information to third parties, including subcontractors, suppliers, affiliated companies, consultants or other service providers, requires the prior written consent of BLEICHERT, unless such disclosure is strictly necessary for the performance of the contract and the recipient is subject to an appropriate duty of confidentiality. The supplier shall be liable for any breach of duty by the recipient in the same way as for its own breaches of duty.

17.4 Data Protection

Where the parties exchange personal data in the course of their contractual relationship, they shall process such data exclusively in accordance with the applicable data protection laws, in particular the GDPR and the BDSG. Each party is responsible for the lawfulness of its processing and for safeguarding the rights of data subjects. Where data processing on behalf of another party or joint controllership applies, the parties shall enter into a separate agreement prior to the commencement of processing.

17.5 Data Breaches

The parties shall immediately inform each other of any data breaches that come to their attention, insofar as the other party or its customers may be affected, and shall provide each other with appropriate support in investigating, mitigating and fulfilling statutory reporting and information obligations.

17.6 Advertising and References

The Supplier shall not, without the prior written consent of BLEICHERT, publish the fact that it is working with BLEICHERT or an end customer of BLEICHERT, nor shall it use names, trade marks, logos, projects, plant, drawings, images, data or other information relating to BLEICHERT or its end customers for advertising, references, publications, social media, press releases or presentations.

§ 18 – Contractual penalty for breach of specific duties of confidentiality

18.1 Scope

Without prejudice to any further statutory or contractual rights, BLEICHERT shall be entitled to claim a contractual penalty if the Supplier culpably breaches any of the specific confidentiality obligations set out below.

A breach of a specific duty of confidentiality shall be deemed to have occurred in particular if the Supplier

- breaches the obligations set out in § 17;
- discloses, passes on, uses, reproduces, exploits or fails to adequately protect against unauthorised access any confidential information, trade secrets, technical or commercial information, drawings, models, samples, software, data, calculations, customer information or other documents belonging to BLEICHERT or its end customers;
- uses documents, tools, fixtures, samples, moulds, data, software, materials, work results or other items provided or financed by BLEICHERT without authorisation for its own purposes, for third parties or outside the scope of the relevant order;
- supplies goods, parts, components, software, documentation or other services that infringe the rights of third parties, in particular copyright, patents, utility models, trade marks, design rights, trade secrets or other intellectual property rights, provided that the Supplier was aware of the infringement or the risk of infringement, or should have recognised it had they exercised the due care customary in the industry;
- fails to inform BLEICHERT immediately in writing of any actual or alleged infringements of intellectual property rights, risks of such infringements or claims by third parties, or culpably breaches its obligations to cooperate, provide support, indemnify or defend in connection with such claims;
- breaches material compliance, supply chain, human rights, environmental, export control, customs, sanctions, embargo, origin, preference, documentation or verification obligations, provided that the breach is likely to cause more than a negligible legal, economic or reputational detriment to BLEICHERT, its end customers or a project;
- culpably refuses to fulfil, or fails to fulfil within a reasonable period, any audit, disclosure, verification, documentation or cooperation obligations, insofar as these obligations serve to ensure compliance with compliance, supply chain, export control, intellectual property, confidentiality, quality or end-customer requirements and are not already covered by a contractual penalty for breaches of quality-related obligations;
- engages subcontractors or third-party suppliers without the necessary consent of BLEICHERT, or discloses confidential information, documents, tools, samples, software, data or other protected items to such third parties;
- advertises or publishes, without BLEICHERT's prior consent, the business relationship with BLEICHERT, BLEICHERT's projects, or BLEICHERT's names, logos, references, facilities, images, end customers or project information.

18.2 Amount of the contractual penalty

For each instance of a culpable breach of a specific duty of care under clause 18.1, the Supplier shall pay a reasonable contractual penalty to be determined by BLEICHERT at its reasonable discretion in accordance with

Section 315 of the German Civil Code (BGB). The reasonableness of the contractual penalty set by BLEICHERT may be reviewed by the Supplier in court.

In determining the amount, BLEICHERT shall take into account, in particular, the nature, severity, duration and scope of the breach of duty, the degree of fault, the significance of the breached duty for BLEICHERT, the confidentiality or sensitivity of the information concerned, the value and significance of the goods to be supplied, documents, rights or projects concerned, the number of persons, documents, data records, deliverables or end customers affected, the risk of recurrence, any relevance to reputation, projects, the supply chain, export controls, sanctions, intellectual property rights or end customers, and the difficulty of proving specific damage.

The limit set out in Clause 4.6(3) also covers one or more contractual penalties under Clause 18.

18.3 Multiple breaches, continuing breaches and a single course of conduct

Any culpable breach of a specific duty of care shall be deemed a separate breach. Multiple individual acts which are based on the same uniform decision and are closely linked in terms of time, subject matter and economic context shall be deemed a single breach, provided this is equitable in the circumstances of the individual case.

In the event of ongoing breaches, in particular continued unauthorised use, continued publication, continued making available or continued refusal to comply with obligations to provide information, evidence, return, deletion, blocking or audit obligations, BLEICHERT may re-determine the contractual penalty for each reasonable period if the Supplier fails to remedy the breach within a reasonable period despite being requested to do so.

18.4 Relationship to other contractual penalties and other rights

A contractual penalty under this provision shall not be forfeited insofar as the same set of facts already triggers a contractual penalty for delay in delivery or performance or for material breaches of quality-related obligations, or if a set of facts triggers several contractual penalties pursuant to § 18.1. In such a case, BLEICHERT remains entitled to claim the contractual penalty that is more favourable to BLEICHERT.

The contractual penalty shall be set off against any damages to be paid in respect of the same breach of obligation. BLEICHERT reserves the right to claim further damages.

BLEICHERT's other rights, in particular those relating to injunctions, disclosure, accounting, surrender, return, deletion, blocking, indemnification, compensation for damages, reimbursement of expenses, withdrawal, termination, retention, auditing and interim relief, remain unaffected.

18.5 Reservation

Insofar as BLEICHERT accepts or takes delivery of a service despite being aware of a breach of duty triggering a contractual penalty, BLEICHERT reserves the right to claim the contractual penalty upon acceptance or taking delivery, or at the latest within a reasonable period after becoming aware of the breach of duty. A reservation until the final payment or the last payment in respect of the order shall suffice in any event.

§ 19 – Termination, Withdrawal and Consequences of Contract Termination

19.1 Ordinary termination

BLEICHERT is entitled to terminate any contract without cause, irrespective of its legal classification.

19.2 Termination and Withdrawal for Good Cause

BLEICHERT may terminate contracts in whole or in part, or withdraw from them, for good cause. Good cause shall be deemed to exist in particular where the supplier breaches material contractual obligations, jeopardises delivery or end-customer deadlines, refuses to provide necessary evidence or undergo audits, breaches obligations relating to compliance, the supply chain, export controls, sanctions, confidentiality, data protection or intellectual property rights, its ability to supply is significantly impaired, or an application is made for the opening of insolvency or similar proceedings, insofar as such a right of termination is permitted by law.

19.3 Remedial action and setting of a deadline

Provided that the material cause is remediable and there is no particular urgency, nor any serious compliance, security, end-customer or regulatory reason to the contrary, BLEICHERT shall set a reasonable period for the Party to remedy the situation prior to giving notice of termination or withdrawing from the contract. Statutory rights to terminate without notice, to withdraw from the contract or to perform the contract itself remain unaffected.

19.4 Additional costs and alternative procurement

In the event of termination or withdrawal for which the Supplier is responsible, the Supplier shall reimburse BLEICHERT for any additional costs incurred. These include, in particular, costs arising from the procurement of replacement goods or alternative supplies, as well as costs relating to expediting, testing, modification, assembly, downtime, end-customer losses and damages resulting from delays. Unless BLEICHERT proves that the loss was greater or the Supplier proves that the loss was less, the reimbursable additional costs shall comprise the proven expenditure plus a surcharge of 15 per cent for handling and overheads.

19.5 Remuneration upon termination of the contract

If BLEICHERT exercises a statutory or contractual right of termination or withdrawal, the supplier shall only be entitled to that portion of the agreed remuneration which corresponds to the part of the service already performed in accordance with the contract, which is free from defects and usable by BLEICHERT. Within this framework, the costs actually incurred by the supplier for bindingly ordered sub-components, which the supplier can demonstrably not use

for other customers, shall also be reimbursed upon provision of evidence. There shall be no entitlement to remuneration for services not rendered, unusable, defective or no longer required as a result of the termination of the contract, insofar as permitted by law.

19.6 Return of Goods and Rights to Partial Services

Upon termination of the contract, the Supplier must immediately return all documents, data, materials, tools, fixtures, samples, interim results and other items belonging to BLEICHERT, or delete or destroy them in accordance with BLEICHERT's instructions. Ownership and rights of use in respect of partial services rendered and remunerated shall vest in BLEICHERT. The Supplier's claims for remuneration shall not become due until all items, documents and data to be returned have been handed over in full or deleted.

§ 20 – Liability of BLEICHERT

20.1 Limitation of Liability

In the event of a breach of duty, BLEICHERT shall be liable for damages, provided the other contractual or statutory conditions for liability are met, only in cases of wilful misconduct and gross negligence, as well as in the event of a negligent breach of an essential contractual obligation, the fulfilment of which is essential for the proper performance of the contract and on the observance of which the Supplier may regularly rely (cardinal obligation). In the event of a breach of a cardinal obligation due to simple negligence, BLEICHERT's liability shall be limited to the damage typical of the contract and foreseeable at the time the contract was concluded.

20.2 Liability not affected

BLEICHERT's liability for injury to life, limb or health, under mandatory product liability law, where a guarantee has been given, and in other cases of mandatory statutory liability remains unaffected.

20.3 Personal liability

The above limitations of liability shall apply mutatis mutandis to the personal liability of BLEICHERT's employees, representatives, officers, vicarious agents and other agents.

§ 21 – Place of Performance, Governing Law and Jurisdiction

21.1 Place of Performance

The place of performance for delivery, services and subsequent performance is the place of delivery or performance specified in the order; unless otherwise specified, BLEICHERT's registered office in Osterburken shall be deemed the place of performance.

21.2 Governing Law

The substantive law of the Federal Republic of Germany shall apply exclusively, to the exclusion of any conflict-of-laws rules under private international law and the United Nations Convention on Contracts for the International Sale of Goods (UN Sales Convention/CISG). The language of the contract is German.

These Purchasing Terms and Conditions have been translated into English for information and convenience purposes only. In the event of any discrepancy, inconsistency, ambiguity or conflict between the German version and this English translation, the German version shall prevail and shall be legally binding. The German version shall be the sole authoritative version for the interpretation and enforcement of these Purchasing Terms and Conditions. The English translation shall not be construed as amending, supplementing or otherwise altering the German version.

21.3 Jurisdiction

The exclusive place of jurisdiction for all disputes arising from or in connection with contracts between BLEICHERT and the Supplier shall, insofar as permitted, be BLEICHERT's registered office in Osterburken, Baden-Württemberg. However, BLEICHERT shall also be entitled to bring proceedings against the Supplier at the Supplier's general place of jurisdiction or at any other place of jurisdiction permitted by law.

§ 22 – Severability clause

22.1 Validity of the remaining provisions

Should any provision of these General Terms and Conditions of Purchase be or become invalid or unenforceable, in whole or in part, this shall not affect the validity of the remaining provisions. Insofar as an invalid or unenforceable provision contains a valid, reasonable and legally permissible part, that part shall remain in force.

22.2 Substitute provisions and gaps

In place of any invalid or unenforceable provision, to the extent permitted by law, a valid provision shall be deemed to have been agreed which most closely approximates the economic purpose of the invalid or unenforceable provision. The same shall apply to any gaps in the provisions.