

# General Terms and Conditions of Purchase for Capital Goods

of

**WELSER PROFILE GERMANY GMBH**  
**Edisonstraße 23**  
**59199 Bönen**

## 1. General provisions

- 1.1. These Terms and Conditions shall apply to all capital-spending orders (goods and services) of WELSER PROFILE GERMANY GMBH (Client) and the companies belonging to the WELSER Group.
- 1.2. Only the following Terms and Conditions shall be a part of the contractual relationship between the Client and the Contractor. Any of the Contractor's terms and conditions differing from these Terms and Conditions shall only be valid if the Client has expressly confirmed them in writing. The Client's acceptance of the subject matter of the contract does not replace this written confirmation.
- 1.3. All relevant legal regulations in the field of licensing, accident prevention, worker protection, occupational health and safety (in particular the Machine Protection Act [Maschinenschutzgesetz], Ordinance on Hazardous Working Materials [Verordnung über gefährliche Arbeitsstoffe]), environmental protection, fire safety as well as all relevant guidelines and decisions of competent bodies and the recognized rules of technology shall apply.
- 1.4. Orders and agreements as well as any amendments thereto shall only be binding if the Client issues or confirms them in writing. The Contractor must confirm orders and other agreements in writing. If the order confirmation differs from the order, the deviations must be marked and highlighted.

## 2. Prices and terms of payment

- 2.1. The original copies of the invoices must be sent to the Client by mail or via e-mail. They must not be enclosed with the delivery. Partial invoices based on the supply of goods or services that have only been partially provided are only permissible if this was agreed in writing when the contract was concluded.
- 2.2. Payment periods shall begin once the Client has accepted the supply of goods or services without objection and subsequently received the invoice. Payment periods shall be deemed to have been met once the Client sends payment. In the case where goods are delivered early, the Client reserves the right to pay the invoices at the contractually agreed time for punctual delivery. Securities are required for down payments.
- 2.3. If the Client is late in paying the invoice, in whole or in part, the Contractor shall only be entitled to interest for late payment at a rate of 4% p.a., unless the Contractor can demonstrate that it has suffered greater damage as a result of the default.
- 2.4. The Contractor shall only be entitled to a right of retention and have the authority for a set-off insofar as the counterclaims are undisputed or have been legally established. The Contractor shall only be entitled to a right of retention on the basis of claims from the same contractual relationship.

## 3. Terms for the supply of goods

- 3.1. The INCOTERMS®, as amended from time to time, agreed upon when the contract was concluded shall apply.
- 3.2. Agreed delivery dates or delivery periods shall be binding and the Contractor must strictly adhere to them. If a calendar week is agreed as the delivery date, the last delivery date shall be the Friday of that week. If such a Friday falls on a public holiday, the directly following business day shall be deemed the delivery date. The delivery periods shall commence on the date of the order letter. Delivery dates or delivery periods shall only be deemed to have been complied with if the order arrives at its destination on the agreed date or within the agreed period. In the event of non-compliance with delivery dates or delivery periods, the Client shall be entitled to withdraw from the contract after the Contractor fails to deliver within a reasonably set grace period, even if the Contractor is not at fault for exceeding the date or period. Claims of the Client for damages shall remain unaffected therefrom. The acceptance of delayed supplies of goods or services shall not constitute a waiver of claims for compensation. The Contractor shall, in any case, compensate the Client for all additional costs incurred from a delayed supply of goods or services, in particular in the event of a withdrawal from the contract. Any additional freight costs incurred due to a delayed supply of goods shall be borne by the Contractor.
- 3.3. If the supply relationship is disrupted by unexpected and unavoidable events beyond a party's control and responsibility, such as force majeure, labour disputes (strike and lockout), war, unrest, terrorist attacks, epidemics/pandemics (such as COVID-19) and natural disasters, the parties shall be released from their obligations to the extent of the effects and duration of such disruption, and throughout a reasonable period of time thereafter. If it is impossible to predict the end of any such disruption or if it persists for more than two (2) months, either party may withdraw from the relevant contract (or from its non-performed parts) or give notice of immediate termination.
- 3.4. The acceptance of goods and services shall take place at the Client's premises after the full size of the order has been delivered, installed and commissioned, provided that the goods and services comply with all stipulated characteristics and do not exhibit any other defects. A record of the acceptance shall be drawn up and signed by both parties. Acceptance testing shall take place within a reasonable period of time after operational readiness has been declared.
- 3.5. As soon as any become noticeable and/or occur, the Contractor shall immediately notify the Client in writing, stating that the deadline is expected to be exceeded. If the Contractor fails to give such notification, the Contractor cannot refer to the event causing the delay vis-à-vis the Client.
- 3.6. If the Contractor does not fulfil the contractual services on the agreed delivery date or within the agreed delivery periods, the Contractor shall be obligated to pay a contractual penalty. This penalty shall amount to 0.2% of the net total of the order for each business day of delay but not more than 5% of the agreed net total of the order. Furthermore, the Contractor shall be liable in accordance with the relevant statutory provisions. The contractual penalty shall be set off against the Client's claim for compensation for the damage caused by the delay.

## 4. Transfer of risk and liability

- 4.1. Any risk shall pass to the Client upon delivery or acceptance of the delivered goods at the place of destination specified in the order. The Contractor shall guarantee that the supply of goods or services comply in part and in whole with the intended use as specified in

the order, the legal and technical regulations and the recognized rules of technology.

- 4.2. Any analysis costs necessary to determine whether the supplied goods comply with the contractual provisions shall be borne by the Contractor.
- 4.3. The Contractor shall waive the objection of belated notification of defects.
- 4.4. The warranty claims to which the Client is entitled shall come under the statute of limitations within the statutory periods. The statute of limitations of the Client's warranty claims shall be barred as long as the Contractor has not ultimately rejected the Client's claims in writing.
- 4.5. If defects are discovered within the warranty period or if guarantees with regard to the supplied goods or service are not complied with, the Client may initially, at its discretion, demand warranty through a repair or replacement delivery i.e. the manufacture of a new work. The Contractor shall bear the expenses necessary for the purpose of repairing or replacing supplied goods or manufacturing a new work, including but not limited to transport, travel, labour and material costs. Where the Client has chosen to have the defects repaired, the repairs shall be deemed to have failed with the first unsuccessful attempt. In all other respects, the Client shall be entitled to the statutory claims.
- 4.6. Where defective goods and services are repeatedly provided, the Client shall be entitled to terminate the contract without observing a period of notice after giving prior warning and after a defect has occurred anew for successive or blanket agreements.
- 4.7. If, as a result of a defective supply of goods and services, it becomes necessary to perform an overall inspection that exceeds the usual level of incoming goods inspection, the Contractor shall bear the costs therefrom.

5. Involvement of third parties in processing the order

The agreed service must always be provided in full by the Contractor itself. Any involvement of third parties in providing services, in particular when the service is passed on to subcontractors, requires the express written consent of the Client.

6. Confidentiality clause

The Contractor is obligated to keep all illustrations, drawings, calculations and other information and documents that it received strictly confidential, not to disclose them to any third party and to impose this obligation on its employees as well. They may only be disclosed to third parties with the Client's express consent. The obligation to maintain confidentiality shall also apply after the contract has ended. The obligation shall expire if and insofar as the production know-how contained in the provided illustrations, drawings, calculations and other documents has become known to the general public. Furthermore, the Contractor is not permitted to use or publish logos, photos, names, Client addresses as a reference, for reference stories, etc. without the express written consent of the Client. Failure to comply with this obligation to maintain confidentiality shall entitle the Client to assert damages for the damage incurred.

7. Proprietary rights

- 7.1. Retentions of title by the Contractor or third parties, of any kind whatsoever, shall not be recognized.
- 7.2. Drawings, samples, models, profiles, standard sheets, print templates and other documents and aids provided by the Client, as well as objects manufactured according to them, may neither be passed on to third parties nor used for purposes other than the contractual purposes without the Client's written consent. They shall remain the property of the Client and the Contractor shall store them free of charge, secure them against unauthorised inspection or use, maintain them, protect them against damage and loss and return them to the Client without being asked to do so after the contract has ended. Failure to comply with the above obligations shall entitle the Client to assert damages for the damage incurred.

8. Documentation

Unless the parties have expressly agreed otherwise in writing, the delivery of documentation (technical documentation, quality records, etc.) shall be a principal contractual obligation. Two copies of the technical documentation shall be delivered: the first as a hard copy in a DIN A4 format and the second in a digital format (e.g. CD-ROM/DVD-ROM) in German. The technical documentation must comply with the recognized rules of technology. In the event of non-compliance with this obligation, the Client shall be entitled to refuse acceptance and hold off on paying the agreed amount.

9. Final provisions

- 9.1. The Contractor must select its employees/subcontractors in such a way that they are suitable for the services to be provided in terms of professional and safety aspects and are able to follow the instructions of the Client. The Contractor expressly acknowledges that its employees/subcontractors will be subjected to a safety briefing prior to performing the service, whereby the time and material expenditures involved therewith will not be reimbursed.
- 9.2. The place of performance for all supplied goods and services is the place of destination the Client specifies in the order.
- 9.3. The Client is entitled to premature termination of the contract if a petition for bankruptcy is filed in respect of the Contractor's assets, or if such petition is rejected by a court of competent jurisdiction due to insufficient assets.
- 9.4. If the business circumstances of one of the parties should verifiably worsen, e.g. due to a global or national economic crisis and lead to a drop in sales of up to 15% or to similar operational handicaps, or if they are imminent with sufficient certainty, each party shall have the right to terminate these contracts, subject to three months' notice.
- 9.5. The place of jurisdiction for all disputes arising from a contractual relationship based on these agreements shall be the competent court for subject matter jurisdiction at the Client's registered office, both for actions brought by the Client and for actions brought against the Client. The relationship between the Client and the Contractor shall be governed exclusively by the law of the country in which the Client has its registered office, but excluding the law of conflict, the Hague Conventions Relating to a Uniform Law on the International Sale of Goods and the Convention on International Sales Contracts (CISG).
- 9.6. If individual provisions of these Terms and Conditions are or become invalid, the validity of the remaining provisions shall not be affected thereby. In place of any such invalid provision, the legally valid provision the effect of which is as close as possible to that of the invalid provision shall apply.

Side agreements, amendments or additions to the contract must be made in writing. This shall also apply to any amendment or cancellation of these Terms and Conditions.

9.7 The Contractor undertakes to comply with regional, national and international regulations and laws. The Contractor confirms having received the Code of Conduct for Welser Profile business partners and hereby acknowledges it. The applicable Code of Conduct is available on the Welser website at [www.welser.com](http://www.welser.com) in the "Info-Center" > "Downloads" section.