

General Terms and Conditions of Purchase

I. General; scope of application

1. Our Terms and Conditions of Purchase shall apply exclusively. We do not recognize any conflicting or deviating terms and conditions of the supplier unless we have expressly agreed to their validity in writing. The acceptance of a supplier's offer which refers to the supplier's general terms and conditions is not sufficient for this purpose. Acceptance of deliveries - even without reservation - does not replace the requirement for written consent.
These Terms and Conditions of Purchase shall also apply to all future transactions with the Purchaser, insofar as these are legal transactions of a related nature
2. In addition to these General Terms and Conditions of Purchase, General Packaging Regulations in accordance with the current Logistics Manual as well as our quality requirements, which can be viewed on our website.

II Offer; blanket order, conclusion of contract

1. Offers to us are free of charge. Any deviations from our inquiries must be expressly pointed out in the offer; if necessary, corresponding drawings must be enclosed.
2. Our orders must be placed at least in text form. They are also effective without a handwritten signature if a corresponding note is made on the order form. Unless otherwise agreed, our orders must be confirmed in writing by the supplier within 5 (five) days of receipt of the order, stating the binding delivery time and price. The supplier must notify us of obvious errors (e.g. typing and calculation errors) and incompleteness of the order, including the order documents, for the purpose of correction or completion before acceptance. If the order confirmation contains deviations from the offer and/or our order (in particular also with regard to the delivery time), the order confirmation shall not constitute a contract. If there is a permanent business relationship (framework agreement) and nothing else has been agreed, the order shall become effective if the supplier does not object within 5 working days of receipt. An order confirmation deviating from our order shall only become effective if we confirm this at least in text form. Our orders shall become invalid if they have not been confirmed in writing in due time. The implied conclusion of contracts, e.g. by acceptance of goods, is excluded.
3. Blanket orders are only a binding indication of the price and are intended to enable the supplier to plan ahead. There is only an obligation to purchase the non-binding required quantity if this has been expressly assured. A price adjustment shall only be made if the quantity significantly exceeds or falls short of the forecast quantity (20%).
4. BMZ shall not be liable for obvious errors, spelling mistakes or miscalculations in the order.

III Prices; terms of payment and delivery, statute of limitations

1. The price stated in the order is binding. Unless otherwise agreed in writing, the price includes delivery and packaging. Delivery shall be made in accordance with DAP (Incoterms 2020) to the delivery point specified by BMZ. Unless expressly agreed otherwise, software license fees are included in the price.
2. The return of packaging requires a special agreement. If the supplier is obliged to take back the packaging used in accordance with the Packaging Ordinance, it shall bear the costs of return transportation and recycling.

3. Unless otherwise agreed in writing, we shall pay the purchase price after receipt of the goods in full within 30 days of delivery and receipt of the invoice with a 3% discount or net within 60 days of receipt of the invoice.
4. If the invoice is received before the goods are received, the latter shall be decisive.
5. Payment claims against us shall expire within one year.

IV. Assignment, subcontractors, right of retention, offsetting

1. Without the prior written consent of BMZ, which may not be unreasonably withheld, the supplier shall not be entitled to assign its claims against us or to have them collected by third parties.
2. The supplier shall not be entitled to subcontract the fulfillment of its contractual obligations in whole or in part without the prior written consent of BMZ. If BMZ has agreed to the awarding of subcontracts, copies of the subcontracts shall be submitted by the supplier upon request immediately after issue to the department responsible for purchasing specified on this order, if and insofar as this is necessary to verify the production, the conditions of the order, the goods to be delivered and/or statutory or official requirements. The Supplier's liability for the fulfillment of its contractual obligations by the subcontractor shall remain unaffected. The supplier shall subject the subcontractor to the same contractual conditions, in particular with regard to confidentiality and industrial property rights, as it has entered into itself.
3. The Supplier may only assert a right of set-off and/or retention on the basis of legally established or undisputed counterclaims.

V. Delivery dates; due date, delay, compensation, transfer of risk

1. The supplier must provide the service punctually on the contractually agreed delivery dates. Delivery dates are arrival dates at the specified delivery point.
2. If the time of performance is determined according to the calendar, default shall occur if the delivery date is missed. If the service is not determined according to the calendar and the service is not provided on time, default shall occur after 5 days at the latest. BMZ reserves the right to set shorter deadlines by means of a reminder.
3. If the supplier is in default, he shall be obliged to comply with BMZ's request for express shipment (express or express goods, express courier, express parcel, air freight, etc.) at his own expense.
4. If the supplier is in default, BMZ shall be entitled to withdraw from the contract and claim damages after the fruitless expiry of a reasonable grace period. It is not necessary to set a grace period if the delivery date is "fixed", i.e. if BMZ has expressed in the respective order that its interest in performance is dependent on timely delivery, or if the supplier declares that it will not be able to deliver within the grace period. In the event of urgency, a grace period of 2 (two) working days shall suffice.
5. If the supplier is culpably in default, BMZ may - in addition to further statutory claims - demand lump-sum compensation for the damage caused by default in the amount of 0.3% of the net price per working day, but not more than a total of 5% of the net price of the order amount incurred up to the time of default. We reserve the right to prove that we have incurred higher damages. The supplier reserves the right to prove that we have incurred no or only a significantly lower loss.
6. If the supplier is in default, we shall be entitled to make covering purchases if and insofar as this is necessary to avert imminent consequential damage caused by the

default. Any additional costs incurred as a result shall be borne by the supplier. The supplier is obliged to assume all damages caused by his delay, including any consequential damages.

7. BMZ shall be entitled to claim liquidated damages in the amount of the order value of the goods in default instead of the actual consequential damages due to covering purchases and/or delivery failures pursuant to clause 6. BMZ reserves the right to prove higher damages. The supplier reserves the right to provide evidence of lower damages.
 8. We are not obliged to accept premature delivery or performance without express prior consent.
 9. The supplier is obliged to inform BMZ immediately in writing of any delays in delivery and the reasons for them. Any knowledge of BMZ of the reasons for the delay shall not replace the written notification by the supplier. The supplier shall be liable for all damages resulting from a failure to notify or late notification. Irrespective of this, the supplier shall also be liable for all damages resulting from a delay in delivery for which he is responsible.
 10. The risk shall only pass to BMZ at the place of receipt upon acceptance by BMZ or, in the case of installation or assembly of the delivered goods by the supplier, upon commissioning at BMZ. The risk of shipment shall be borne by the supplier.
 11. Acceptance of a late delivery shall not be deemed a waiver of claims for compensation.
3. BMZ fulfills the obligation to give notice of defects according to § 377 HGB (German Commercial Code), provided that the notice of defects is made within a period of 2 weeks from discovery. A verbal complaint is sufficient.
 4. If BMZ returns defective goods, BMZ shall be entitled to charge the supplier back the invoice amount plus a one-off processing fee of € 75. BMZ reserves the right to prove higher expenses. The supplier reserves the right to prove lower or no expenses.
 5. Defective deliveries are to be replaced immediately by defect-free deliveries and defective services are to be repeated without defects. BMZ is entitled, after prior information and expiry of a reasonably short grace period, to remedy the defect itself at the expense of the supplier or to arrange for a replacement delivery if there is imminent danger or special urgency. This also applies if the supplier delivers or performs in a defective or delayed manner and BMZ must take immediate action in order to avoid its own delay in delivery.
 6. If the goods are already in the production process of the Buyer or its customer and it is not reasonable for the Buyer to have the defect rectified by the Supplier for operational reasons, in particular for production reasons, or if the Supplier is not in a position to do so, the Buyer may replace or repair the goods itself or have them repaired by third parties at the expense and risk of the Supplier.
 7. The warranty period is 36 months, calculated from the date of installation to be proven by us. For defects notified by us within the warranty period, our claims shall lapse at the earliest 6 months after the complaint has been made.

VI Requirements for the delivery item; documentation

1. The supplier is obliged to state the exact BMZ order number and BMZ article number on all documents, shipping documents and delivery bills. Separate documents are required for each order. The supplier shall bear any damage resulting from non-compliance.
2. The supplier is obliged to submit a written declaration on the customs origin of the goods for all delivered goods and to comply with all legal requirements (including the Supply Chain Act). This declaration must be sent to BMZ without delay.
3. The delivery item shall be executed in a customary manner in accordance with BMZ's written order, the relevant DIN regulations and corresponding European standards as amended from time to time.
4. The supplier warrants that the delivery item has the warranted characteristics, complies with the recognized rules of technology, has all the necessary test marks and approvals for its use or operation and is free of defects that cancel or reduce the value or suitability for the intended use. Insofar as an EC declaration of conformity with CE marking, EC manufacturer's declaration or certification is required for the manufacture or operation of the delivery item, e.g. type examination (GS), the supplier undertakes to provide us with the underlying documentation in German. He shall bear all costs associated with these approvals.

VII Inspection for defects; warranty, statute of limitations

1. The supplier warrants that the goods delivered by him comply with the specification, are of customary market quality and are otherwise free from defects. If the supplier is responsible for the design, it also warrants that the design is free of defects and that the delivered goods are suitable for the specific purpose for which they were purchased.
2. The obligation to inspect and give notice of defects according to § 377 HGB (German Commercial Code) is excluded for hidden defects, insofar as BMZ has carried out a minimum inspection on the basis of the delivery bill and for transport damage.

VIII Product liability; indemnification; liability insurance cover

1. The supplier warrants that his products are free of defects within the meaning of the Product Liability Act. The supplier shall fully indemnify and hold BMZ harmless for all claims which are based on a defectiveness or faultiness of the delivered product, unless he proves that he is not at fault.
2. Insofar as the supplier is responsible for a product damage, he is obliged to indemnify BMZ from claims for damages of third parties upon first request insofar as the cause is located in his area of control and organization. The supplier's subcontractors shall be deemed its vicarious agents within the meaning of § 278 BGB.
3. In this context, the supplier shall also be obliged to reimburse BMZ for any expenses pursuant to §§ 683, 670 BGB (German Civil Code) arising from or in connection with a recall action carried out by us. BMZ shall inform the supplier immediately about the content and scope of the recall measures to be carried out - as far as possible and reasonable - and give him the opportunity to comment.
The supplier shall also be obliged to reimburse the costs of the necessary legal action.
4. The supplier undertakes to maintain product liability insurance with a lump sum cover of € 10 million per personal injury/property damage, proof of which must be provided on request.
5. Further claims for damages remain unaffected.

IX. Rights of BMZ, exclusivity, tools, contractual penalty

1. We reserve all property rights and copyrights to illustrations, drawings, sketches, calculations, technical data, specifications, system requirements, supplier lists, customer lists and other documents. They may not be made accessible to third parties without our express written consent and must be treated with care by the

supplier. All rights, with the exception of order-related rights of joint use, are the sole property of BMZ. They are to be used exclusively for the production of our order.

2. Products which are manufactured with the aid of the documents referred to in Clause 1 or on the basis of our specifications and/or using our know-how or which are manufactured specifically for us may not be sold to third parties without our written consent.
3. Tools made available to the supplier for production shall remain the property of BMZ. They must be clearly marked by the supplier at its production site as the property of BMZ. They may only be used for the manufacture of products for BMZ.
4. The materials referred to in paragraphs 1 and 3 shall be returned to us after completion without being requested to do so. They must be kept secret from third parties. For the rest, reference is made to Section IX.
5. If the Supplier culpably breaches the obligations under paragraphs 1 to 3, the Supplier shall pay us a contractual penalty in an appropriate amount, which shall be determined at our reasonable discretion within the meaning of Section 315 BGB and the appropriateness of which shall be reviewed by the competent court in the event of a dispute. The right to claim further damages remains reserved. Any contractual penalty incurred shall be offset against any damages.

X. Property rights

1. The supplier shall be responsible for ensuring that its services do not infringe third-party patents and other industrial property rights. He undertakes to indemnify BMZ from any claims of third parties due to infringement of these rights and to hold BMZ harmless in any other way. If license fees are to be paid in connection with his services, he shall bear these. The supplier is obliged to reimburse BMZ for the costs of any necessary legal action and defense against damages.
2. If the Supplier's industrial property rights are required for the use of the goods by the Buyer, the Supplier shall grant the Buyer the transferable, non-exclusive and irrevocable right, unlimited in time and space, to use the goods itself or through third parties, to repair them or to use or resell them in any other way at its own discretion. In the event that the Supplier fails to deliver, for whatever reason, the Supplier shall also grant the Buyer the right to rebuild the goods itself or through a third party.
3. If the supplier undertakes to deliver software, the supplier shall ensure that BMZ is granted the licenses required to use the software. Unless otherwise agreed, the license shall apply including the use of subsequent newer versions and for use on any number of computers used internally by BMZ (central processing unit/peripheral devices).
4. If a supply contract contains development work, we shall be entitled to ownership of all development results. The supplier undertakes to transfer this to us without delay. The costs for this are included in the product price. The supplier shall grant us an irrevocable, non-exclusive, free of charge, spatially and temporally unlimited right, including the right to grant sublicenses, to the old rights used in the development.

XI. Secrecy

The Supplier undertakes to treat all documents made available to it, such as templates, samples, models, drawings, etc., as strictly confidential and not to make them accessible to third parties and also not to utilize them itself, in particular not to replicate them.

XII Written form, severability clause

1. Amendments or additions to this contract must be made in writing. This also applies to amendments to this written form clause."
2. Should individual parts of these terms and conditions be or become invalid, this shall not affect the validity of the remaining provisions. Ineffective provisions shall be replaced by provisions that come as close as possible to the economic intent of the invalid provision.

XIII Place of jurisdiction; place of performance, applicable law

1. If the supplier is a merchant, the place of jurisdiction shall be Frankfurt am Main. However, BMZ has the right to sue the supplier at its place of jurisdiction.
2. Unless otherwise stated in the order, our registered office is the place of performance.
3. All relations between the supplier and BMZ shall be governed exclusively by German law. The application of the provisions of the UN Convention on Contracts for the International Sale of Goods and German international private law is excluded.

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