

**Terms and Conditions of Purchase  
of TECE GmbH, Hollefeldstr. 57, 48282 Emsdetten**

**1. Terms and Conditions of Purchase**

- 1.1 The Terms and Conditions of Purchase of TECE GmbH (hereinafter: TECE) shall apply exclusively; any terms and conditions of the Supplier that conflict with or deviate from TECE's Terms and Conditions of Purchase shall not be recognised unless TECE has expressly agreed to their validity in writing. TECE's Terms and Conditions of Purchase also apply if TECE accepts the delivery without reservation in the knowledge that the Supplier's terms and conditions conflict with or deviate from TECE's Terms and Conditions of Purchase.
- 1.2 All agreements made between TECE and the Supplier for the purpose of executing this contract must be set out in writing in this contract.
- 1.3 TECE's Terms and Conditions of Purchase apply exclusively to contractors, legal entities under public law or special funds under public law within the meaning of Section 310 Para. 1 of the German Civil Code (BGB).
- 1.4 TECE's Terms and Conditions of Purchase shall also apply to all future transactions with the Supplier.

**2. Offer / offer documents**

- 2.1 The Supplier is obliged to accept TECE's order within a period of 1 week. Orders are also valid without a signature / machine-generated.
- 2.2 TECE reserves the property rights and copyrights to illustrations, drawings, calculations, data, data carriers provided, performance descriptions, specifications and other documents - hereinafter referred to as "information" for short; they may not be made accessible to third parties without the express written consent of TECE. The information is to be used exclusively for the production and/or processing of the order by TECE. After processing the order, it must be returned to TECE without being requested to do so. It must be kept secret from third parties.

**3. Prices / Terms of payment**

- 3.1 The price stated in the order from TECE is binding for the Supplier. Unless otherwise agreed in writing, the price includes delivery "free domicile" incl. packaging. The return of packaging requires special agreement.
- 3.2 The statutory VAT shall be shown separately in the invoice.
- 3.3 Invoices are only processed by TECE if they specify the order numbers shown in TECE's order in accordance with the specifications; the Supplier is responsible for all consequences arising from non-compliance with this obligation.
- 3.4 Unless expressly agreed otherwise in writing, TECE shall pay the remuneration claimed by the Supplier within 30 days of delivery and receipt of the invoice with a 3% discount or net within 60 days of receipt of the invoice.
- 3.5 TECE is entitled to rights of set-off and retention to the extent provided by law.

**4. Delivery and performance time**

- 4.1 The delivery and/or performance time specified in the order is binding.
- 4.2 The Supplier is obliged to inform TECE immediately in writing if circumstances arise or become apparent to it which indicate that the stipulated delivery and/or performance time cannot be met. The notice of concern must be sent to TECE as soon as possible in advance by email or fax.
- 4.3 In the event of delay, TECE is entitled to the statutory claims. In particular, TECE is entitled to claim damages for non-performance after the fruitless expiry of a reasonable grace period.

**5. Transfer of risk / documents**

- 5.1 Unless otherwise agreed in writing, delivery shall be made free domicile.
- 5.2 The Supplier is obliged to state TECE's exact order number on all shipping documents or delivery notes; if it fails to do so, delays in processing are unavoidable and TECE is not responsible for them.
- 5.3 The Supplier shall allow TECE to inspect the progress of the work to be performed. TECE is entitled to obtain information on the progress of the work at any time by inspecting all relevant documents (reporting, descriptions, listings, manuals, etc.). The documents required for this are to be presented and explained to TECE on request.
- 5.4 If the Supplier is granted access to networks and/or data processing systems of TECE or its customers via TECE, this access may only be used for the purpose of fulfilling the respective individual order. The Supplier undertakes, in particular in these cases, to comply with the provisions on confidentiality in accordance with Clause 2.2 above and to impose these on its employees and other third parties involved in the execution. Unless absolutely necessary for the fulfilment of the order by the Supplier, it is not entitled to copy, change, reproduce or pass on to third parties any data of TECE to which the Supplier has access without the prior written consent of TECE. TECE is only liable to the extent required by law for the functionality of access security devices or for operational disruptions of the above-mentioned networks and data processing systems as well as for any damage resulting from their use.

**6. Defects in quality and title / warranty**

- 6.1 TECE is obliged to inspect the goods for any deviations in quality or quantity within a reasonable period of time. The complaint is deemed to be in time if it is received by the Supplier within a period of 10 working days. If a quality assurance agreement exists, the separate provisions on incoming goods inspection apply with regard to the defect inspection and notification obligations to be fulfilled by TECE.
- 6.2 TECE is entitled to the full statutory warranty claims.
- 6.3.1 The Supplier warrants in particular in accordance with Sections 433 Para. 1, S. 2 and 434 of the German Civil Code (purchase) or Section 633 Para. 1, 2 and 3 of the German Civil Code (contract for work and services) that the delivered goods or the work and services owed correspond to the respective purchase or performance sample as well as the legal and agreed quality and packaging conditions, the performance description, in the absence of such at least customary quality conditions and are free of material defects and defects of title or defects within the meaning of the law, in particular the Product Liability Act. The Supplier warrants that the distribution of the delivered goods and/or the use of the contractual service does not violate applicable regulations, including packaging and labelling regulations, does not violate the rights of third parties and/or the goods and/or work performance comply with public law or competition law requirements. Existing and/or enclosed markings concerning properties/ characteristics, durability, designations, descriptions, accompanying documents and/or advertising statements as well as instructions for use and assembly shall be correct in content, legally sound, complete, comprehensible and written in German, which the Supplier warrants.
- 6.3.2 The provisions of Clauses 6.2, 6.3.1 above shall apply mutatis mutandis to services rendered by the Supplier, in particular consulting services.
- 6.3.3 Clause 8 shall apply in addition with regard to any property rights.
- 6.4 Insofar as the Supplier breaches obligations, it shall be liable to TECE for any kind of fault. The Supplier is advised that it has the right to prove that it is not responsible for a breach of duty.
- 6.5 TECE is only obliged to clarify claims or infringements of rights asserted by customers in court if the Supplier agrees in advance to reimburse the costs to be expected for this.

- 6.6 If the contractual performance rendered by the Supplier (goods delivered, work performed, service provided, etc.) does not comply with the above-mentioned requirements, TECE is entitled, at its discretion, to demand subsequent performance by remedying the defect or delivering a defect-free item (purchase contract) or remedying the defect or re-manufacturing the work (contract for work and services). The expenses required for the purpose of subsequent performance shall be borne in full by the Supplier.
- 6.7 TECE is entitled to carry out the subsequent performance itself at the expense of the Supplier if there is imminent danger or particular urgency.
- 6.8 In the event of failure of the subsequent performance, TECE is entitled to the statutory claims for material defects, this applies in particular to claims for damages due to non-performance.
- 6.9 The warranty period for items which are used for a building in accordance with their customary use is 66 months and otherwise 36 months, calculated from the transfer of risk, unless a longer warranty period results from the contract or the law.

**7. Product liability / indemnification / liability insurance cover**

- 7.1 Insofar as the Supplier is responsible for product damage, it shall be obliged to indemnify TECE against claims for damages by third parties upon first request if the cause lies within its sphere of control and organisation and it is liable itself in relation to third parties.
- 7.2 Clause 7.1 above applies accordingly insofar as TECE is entitled to claims against the Supplier in accordance with Sections 478, 479 of the German Civil Code. In this context, as a precautionary measure, the Supplier assigns to TECE in advance any recourse claims to which the Supplier is entitled against its sub-Supplier under Sections 478, 479 of the German Civil Code to secure the recourse claims existing in favour of TECE. TECE accepts the assignment.
- 7.3 The Supplier is obliged to reimburse TECE for any expenses arising from or in connection with a recall measure carried out by TECE. TECE shall communicate with the Supplier - as far as possible and reasonable - about the content and scope of the recall measure to be carried out, inform the Supplier and give it the opportunity to comment.
- 7.4 The Supplier undertakes to maintain a product liability insurance with an insured sum of at least 2.5 million euros per personal injury/property damage - lump sum. If TECE is entitled to further claims for damages, these shall remain unaffected. Proof of insurance cover must be provided at TECE's request.

**8. Property rights**

- 8.1 The Supplier warrants that no rights of third parties, in particular copyrights, are infringed within the Federal Republic of Germany and Europe in connection with its delivery and performance. The Supplier warrants that any work performed by it is free of third-party rights and indemnifies TECE against all third-party claims. If the work infringes the industrial property rights of third parties and TECE is therefore prohibited from using the work in whole or in part, the Supplier shall, at its discretion, either procure the right to use and/or exploit the work for TECE or render the work free of industrial property rights. Any further claims by TECE remain unaffected by this.
- 8.2 If a claim is made against TECE by a third party due to an infringement of industrial property rights, the Supplier is obliged to indemnify TECE against these claims upon first written request. The Supplier's obligation to indemnify also refers to all expenses necessarily incurred by TECE from or in connection with the claim by a third party.

**9. Retention of title / provision / confidentiality**

- 9.1 If TECE provides parts to the Supplier, TECE retains ownership of these. Processing or transformation by the Supplier is always carried out for TECE.
- 9.2 If the item provided by TECE is inseparably mixed with other items not belonging to TECE, TECE acquires co-ownership of the new item in the ratio of the value of the item subject to retention of title to the other mixed items at the time of mixing. If the mixing is carried out in such a way that the Supplier's item is to be regarded as the main item, it is agreed that the Supplier transfers co-ownership to TECE on a pro rata basis; the Supplier keeps the sole ownership or co-ownership for TECE.
- 9.3 TECE retains ownership of tools. The Supplier is obliged to use the tools exclusively for the manufacture of the goods ordered by TECE. The Supplier is obliged to insure the tools belonging to TECE at replacement value against fire, water and theft damage at its own expense. The Supplier is obliged to carry out any necessary maintenance and inspection work in good time at its own expense. The Supplier must report any malfunctions immediately; if it culpably fails to do so, claims for damages remain unaffected.
- 9.4 The manufacture of the tool by the Supplier or on its behalf is always carried out for TECE. The Supplier therefore transfers ownership, co-ownership and expectant rights as well as other rights to the tools to TECE. The rights that are established at a later point in time are acquired by TECE when they come into existence. All of the above transfers of rights shall take effect without further notice and without the need for any further act of transfer. The transfer of ownership is replaced by the Supplier keeping the tool carefully and free of charge for TECE.
- 9.5 The Supplier is obliged to maintain strict confidentiality with regard to the information obtained during the processing of the order within the meaning of Clause 2.2 above. This information may only be disclosed to third parties with the express written consent of TECE. This confidentiality obligation shall also apply after the execution of this contract; it shall only expire if and to the extent that the production/ business knowledge contained in the information provided has become generally known.

**10. Place of jurisdiction / place of performance**

- 10.1 If the Supplier is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction is TECE's place of business; however, TECE is also entitled to sue the Supplier at the court of its place of residence.
- 10.2 Unless otherwise stated in the order confirmation, TECE's place of business "Emsdetten" is the place of performance.

**11. Choice of law**

- 11.1 German law shall apply, including the UN Convention on Contracts for the International Sale of Goods (CISG), but always in accordance with the content of these Terms and Conditions of Purchase.

Emsdetten, July 2023

TECE GmbH, Hollefeldstraße 57, 48282 Emsdetten  
Legal form: Limited Company, Steinfurt Local Court, Commercial Register No. 7461  
Managing Directors: Hans-Joachim Sahlmann, Peter Fehlings, André Welle, Dr. Michael Freitag