

# **GENERAL TERMS AND CONDITIONS OF PURCHASE OF TROESTER GMBH & CO KG**

As of July 2025

## **§ 1 General provisions**

§ 1.1. Unless expressly agreed otherwise, only these provisions shall apply to all orders placed by TROESTER GmbH & Co KG (hereinafter referred to as TROESTER). Any terms and conditions of the contractor that deviate from the order and/or these General Terms and Conditions of Purchase, or any deviating order confirmation, are hereby expressly rejected. Unconditional acceptance of order confirmations or deliveries does not constitute recognition of such terms and conditions.

§ 1.2. These General Terms and Conditions of Purchase apply exclusively to entrepreneurs, legal entities under public law or special funds under public law.

§ 1.3. Upon first delivery under these Terms and Conditions of Purchase, the Supplier acknowledges their exclusive validity for all further orders.

§ 1.4. Orders and contracts are only binding if they are made in writing (in writing, by fax, or by email) or have been confirmed in writing.

§ 1.5. If the supplier does not accept an order from TROESTER within two weeks of receipt, TROESTER shall no longer be bound by the offer.

§ 1.6. Contracts of all kinds, as well as amendments and additions, must be made in writing. Verbal agreements are only binding on TROESTER if they are confirmed by TROESTER in writing.

§ 1.7. Correspondence relating to an offer and/or order shall only be addressed to the responsible purchaser, stating the order number and/or other identifying information (e.g., project number).

§ 1.8. No remuneration shall be granted for visits or the preparation of offers, projects, etc., unless otherwise agreed in writing.

§ 1.9 In the case of equipment, a technical description and operating instructions, as well as any other documents enabling their use must be supplied free of charge. In the case of machines, assemblies, and/or components manufactured specifically for TROESTER our specifications must be supplied with delivery of all design documents, parts lists, CE declaration of conformity, etc. The delivery obligation for In the case of software products, the delivery obligation shall only be fulfilled when the complete (system-related and user documentation has also been handed over. In the case of programs created specifically for TROESTER, the program must also be delivered in source format upon delivery of the program. Unless otherwise agreed, all of the above documents must be delivered in both German and English.

## **§ 2 Delivery and shipping**

§ 2.1. The costs of transport, including packaging, insurance, and all other incidental costs, shall be borne by the contractor, unless expressly agreed otherwise.

You can find further information on our supplier portal at <http://www.troester.de/?id=lieferanten>:

- Shipping regulations
- Delivery and packaging regulations
- Quality assurance
- Form for approval/new registration of suppliers
- Form for supplier approval/new registration: Additional questions DGRL
- Code of conduct for suppliers

**TROESTER declares itself a SLVS waiver customer.**

§ 2.2. Should TROESTER incur additional costs due to non-compliance with the above shipping guidelines or other instructions, these shall be charged to the supplier. This applies in particular to freight forwarding invoices for deliveries ex works (Incoterms 2020). No freight forwarding invoices will be accepted if they deviate from the TROESTER shipping instructions in the supplier portal.

**§ 3 Delivery periods, delivery dates, and delivery quantities**

§ 3.1. The delivery periods or dates specified in the orders are binding and are understood to mean arrival at the place of performance.

§ 3.2. If the supplier realizes that the agreed dates cannot be met, the supplier must notify the customer immediately in writing, stating the reasons and the duration of the delay. The supplier must disclose the measures it is taking to minimize the damage caused by the delay in delivery. The supplier's liability for delay remains unaffected by this.

§ 3.3. If the supplier is in default, TROESTER shall be entitled to the statutory claims. If the supplier does not deliver or perform even within a grace period set by TROESTER after the due date, TROESTER shall be further entitled to withdraw from the contract. TROESTER shall also have this right of withdrawal if the supplier is not responsible for the breach of duty. Any additional costs incurred by TROESTER as a result of the delay, in particular as a result of having to procure the respective contractual item elsewhere, shall be borne by the supplier.

§ 3.4. TROESTER shall be entitled to refuse acceptance of goods that are not delivered on the delivery date specified in the order and to return them at the supplier's expense and risk or to store them with third parties.

§ 3.5. The supplier may only invoke the absence of necessary documents to be supplied by TROESTER if it has requested the documents in writing and has not received them immediately.

§ 3.6. The order quantities specified by TROESTER must be fulfilled in full. Partial quantities are only permissible with written consent. The delivery note must be structured accordingly for partial deliveries. The total quantity and the partial quantity must be stated on the delivery note.

**§ 4 Quality**

§ 4.1. The supplier shall be liable for the freedom of the deliveries and services from defects, in particular for compliance with the agreed product and service specifications, as well as for the existence of contractually guaranteed properties and characteristics.

§ 4.2 The supplier guarantees and assures TROESTER that all items delivered by it and all services provided by it comply with the recognized state of the art and the relevant legal provisions, in particular the safety and environmental protection provisions, including the regulations on hazardous substances and the regulations and guidelines of authorities, professional associations, and trade associations, at the time of delivery. Relevant certificates, test reports, and evidence shall be provided free of charge. If deviations from these regulations are necessary in individual cases, the supplier must obtain TROESTER's written consent. The supplier's warranty and guarantee obligations shall not be affected by this consent.

§ 4.3. If the supplier has reservations about the type of execution requested by TROESTER or if he discovers errors in our documents or drawings, he must notify TROESTER immediately in writing.

§ 4.4. If machines, devices, or systems are the subject of the delivery, they must comply with the safety regulations for machines, devices, and systems applicable at the time of delivery and have a CE mark.

§ 4.5. TROESTER is obliged to inspect the goods for any quality or quantity deviations within 10 working days of delivery; the complaint shall be deemed timely if it is received by the supplier within 10 working days of discovery of the defect. If the goods are not delivered to TROESTER but directly abroad and TROESTER is therefore unable to inspect the goods in Germany, the foreign destination shall be deemed the place of delivery within the meaning of § 377 HGB (German Commercial Code).

§ 4.5. By acknowledging receipt of delivery items and by accepting or approving submitted drawings, TROESTER does not waive any warranty claims or other rights.

## **§ 5 Inspection and progress control**

§ 5.1. During production and until delivery of the ordered items, we are entitled to inspect them with regard to the material, manufacturing processes, and other work performed at the supplier's premises for the purpose of fulfilling the contractual obligations, subject to prior notification and during normal business hours. We may also request reports at any time regarding the items ordered by us, in particular regarding the status of their production.

If the inspection, examination, or provision of information referred to in this clause is not permitted or is made significantly more difficult without good cause, we shall be entitled to withdraw from the contract. In addition, the supplier shall be obliged to compensate us for all damage incurred by us in the event of a culpable breach of the obligations set out in this clause.

Our inspection shall not affect or exclude the supplier's warranty for the items to be delivered by him.

§ 5.2. If defects or deviations from the contractual agreements are already apparent during the inspection, TROESTER shall be entitled to demand immediate rectification. If the supplier fails to comply with this request for rectification, TROESTER may, after setting a reasonable deadline and stating that we will withdraw from the contract or refuse delivery if the deadline expires without result, withdraw from the contract.

## **§ 6 Prices and terms of payment**

§ 6.1. The prices stated in the order are maximum prices and are valid free domicile (DDP destination in accordance with INCOTERMS 2020) at the location specified in the order. All ancillary costs, such as delivery costs, packaging costs, and transport insurance costs, are included in the price. The price does

not include the applicable statutory value-added tax. Price reductions in the period between the order and payment of the invoice shall benefit TROESTER.

§ 6.2. The following applies to agreed price lists: These shall remain valid until a new price list is agreed between TROESTER and the supplier. The supplier must provide evidence of the measures it has taken to avoid increasing prices.

§ 6.4. Unless otherwise agreed, our payments shall be made in EURO, at TROESTER's discretion, within 14 days of delivery/performance and receipt of a proper invoice, with a 3% discount, or after 30 days without deduction.

§ 6.5. If certificates of material testing have been agreed, the payment period for invoices shall commence upon receipt of these certificates.

§ 6.6. Payments do not constitute acceptance of the delivery or service as being in accordance with the contract.

#### **§ 7. Offsetting and assignment**

§ 7.1. The supplier is only entitled to offset mutual claims arising from this contractual relationship and undisputed or legally established claims. The supplier is only entitled to a right of retention if the claims for which the right of retention is asserted arise from the same legal relationship.

§ 7.2. Without prejudice to its other rights, TROESTER is entitled to withhold payments proportionate to the value of defective or incomplete deliveries until proper performance has been effected.

§ 7.3. The assignment of claims against TROESTER shall only be effective with the written consent of TROESTER.

#### **§ 8 Accident prevention, safety**

§ 8.1. In the case of deliveries and the provision of services, the supplier shall be solely responsible for compliance with accident prevention regulations.

§ 8.2. If the supplier makes deliveries or provides services on TROESTER's premises, it shall continue to be obliged to comply with TROESTER's instructions on safety, environmental protection, and fire protection for non-company personnel in their currently valid version. TROESTER shall make these available to the supplier upon request.

#### **§ 9 Transfer of risk, acceptance, property rights**

§ 9.1 Unless otherwise agreed, the risk shall pass to TROESTER upon delivery to the delivery address specified by TROESTER (DDP destination in accordance with INCOTERMS 2020). If, in individual cases, installation or assembly is contractually owed in addition to delivery, the risk shall pass to TROESTER upon successful completion of our acceptance. Formal acceptance shall be deemed agreed. Commissioning or use shall not replace TROESTER's declaration of acceptance.

§ 9.2. TROESTER acknowledges any simple retention of title with regard to unprocessed goods. Ownership of the delivered goods shall pass to TROESTER upon payment. Any extended or expanded retention of title is excluded.

§ 9.3. Materials and components provided shall remain the property of TROESTER. The supplier expressly acknowledges this ownership and undertakes to store the parts separately from parts of other companies, to mark them clearly and to surrender them upon first request. If the materials provided are processed with other components or inseparably mixed, TROESTER shall acquire co-ownership of the new item in proportion to the value of the materials provided to the value of the other processed items at the time of processing or mixing. The materials and components provided by TROESTER remain the property of TROESTER at every stage of processing and treatment. The supplier processes these exclusively on behalf of TROESTER. If the provided goods are processed, combined, or mixed with other items not belonging to TROESTER, the supplier hereby transfers ownership of the new item to TROESTER. TROESTER hereby accepts this transfer of ownership. In this case, the supplier shall only be entitled to compensation for the proven, reasonable manufacturing costs. The supplier undertakes to store the new item carefully until it is handed over to TROESTER, to label it and to return it to TROESTER at any time upon request.

## **§ 10 Warranty**

§ 10.1. The supplier's warranty obligation shall be governed by the statutory provisions, unless otherwise specified below.

§ 10.2. The warranty period shall be at least 18 months from the date of commissioning of the entire system in which the delivered parts are installed at the TROESTER end customer's premises. If TROESTER has agreed to a longer warranty period for the delivered parts vis-à-vis its customer, this longer period shall also apply vis-à-vis the supplier, but for a maximum total period of 36 months from commissioning of the complete system at the TROESTER end customer's premises. TROESTER shall inform the supplier of the applicable warranty period upon request or upon conclusion of the contract. If the statutory warranty period is longer, this shall apply.

§ 10.2. In the event of defective delivery, TROESTER shall be entitled to demand subsequent performance in accordance with the statutory provisions. The choice of the type of subsequent performance shall be at the discretion of TROESTER. The supplier shall bear the costs necessary for subsequent performance within the scope of the statutory provisions. If subsequent performance has not been effected within a reasonable period of time, has failed, or if the setting of a deadline was dispensable, TROESTER may assert its further statutory rights in the event of defects. In urgent cases, TROESTER shall be entitled, after consulting with the supplier, to remedy the defect itself or have it remedied by a third party or to procure a replacement at the supplier's expense. The same shall apply if the supplier is in default with the fulfillment of its warranty obligations.

§ 10.3. The supplier shall be liable for replacement deliveries and repair work to the same extent as for the original delivery item, i.e. also for transport, travel, and labor costs, without any limitation. If the supplier fulfills its obligation to remedy the defect by making a replacement delivery, the limitation period for the goods delivered as replacement shall commence anew on the day of arrival of the replacement delivery, unless the supplier has expressly and correctly reserved the right in the subsequent performance to make the replacement delivery only as a gesture of goodwill, to avoid disputes or in the interests of maintaining the delivery relationship.

§ 10. 4. The supplier shall indemnify TROESTER against all claims asserted against TROESTER by third parties – regardless of the legal basis – due to a material defect or defect of title and shall reimburse TROESTER for the necessary costs of legal action in this regard.

### **§ 11 Repeated performance disruptions**

If essentially similar deliveries of goods or services from the same supplier are repeatedly defective or delayed, TROESTER reserves the right to withdraw from the contract after prior written warning, including for deliveries and services that the supplier is still obliged to provide to TROESTER in the future under this or another contractual relationship.

### **§ 12 Right of withdrawal due to lack of performance**

If, after conclusion of the contract, it becomes apparent that TROESTER's claim to delivery is at risk due to an unforeseeable impediment to performance that cannot be overcome by reasonable effort, TROESTER shall be entitled to withdraw from the contract. This shall apply in particular in the event of impossibility of performance or jeopardy to the claim to delivery due to force majeure, strikes, or natural disasters. An impediment to performance for which TROESTER is responsible shall not entitle TROESTER to withdraw from the contract.

### **§ 13 Liability, insurance**

§ 13.1. Unless otherwise specified in these General Terms and Conditions of Purchase, the supplier shall be liable in accordance with the statutory provisions.

§ 13.2 The supplier shall maintain adequate liability insurance at its own expense for damage for which it and its vicarious agents are responsible. The amount of coverage per claim shall be demonstrated to TROESTER upon request. The contractual and statutory liability of the supplier shall remain unaffected by the scope and amount of its insurance coverage.

### **§ 14 Documents and rights of use**

§ 14.1. Drawings, drafts, samples, manufacturing specifications, internal company data, tools, equipment, etc. provided by TROESTER to the supplier for the purpose of preparing a quotation or executing an order shall remain the property of TROESTER. They may not be used for other purposes, reproduced or made accessible to third parties and must be stored with the care of a prudent businessman.

§ 14.2. The supplier grants TROESTER the spatially, temporally, and content-wise unrestricted and sublicensable right to use the results of work for the contractually agreed purposes or for purposes presupposed by the contract. Work results are all work results of the supplier arising within the scope of the contract, as well as all copyright-protected services of the supplier arising during the execution of the contract, in particular technical documents, drawings, diagrams, schematics, graphics, photographs, and other documentation. TROESTER shall receive exclusive rights of use to work results that the contractor has produced specifically for TROESTER. No separate remuneration shall be payable by TROESTER for the transfer of the above rights; it is included in full in the prices specified in the order.

### **§ 15 Product liability, indemnification**

§ 15.1 In the event that TROESTER is held liable for product liability, the supplier shall indemnify TROESTER against such claims to the extent that the damage was caused by a defect in the goods delivered by the supplier. In cases of fault-based liability, however, this shall only apply if the supplier is at fault.

§ 15.2 Within the scope of its indemnification obligation, the supplier shall bear all costs and expenses arising from or in connection with claims by third parties, including recall campaigns carried out by TROESTER.

§ 15.3 The supplier shall ensure that adequate product liability insurance is in place.

### **§ 16 Third-party property rights**

The supplier guarantees and assures that the rights of third parties do not conflict with the intended use of the purchased goods and, in particular, that the property rights of third parties are not infringed. If TROESTER is nevertheless held liable for a possible infringement of third-party rights, such as copyright, patent, and other property rights, the supplier shall, without prejudice to any other legal claims, indemnify TROESTER against this and any related services if the infringement of third-party rights is based on a culpable breach of duty by the supplier.

### **§ 17 Data protection**

TROESTER handles sensitive personal information responsibly. This includes personal data such as names, addresses, telephone numbers, and email addresses.

The supplier gives their revocable consent to the collection and processing of personal data provided by them in compliance with the statutory provisions for the purpose of processing offers and orders. If the supplier does not agree to the collection and processing described above, they must notify in writing.

### **§ 18 Compliance, social responsibility, and sustainability**

§ 18.1. The supplier shall comply with all applicable national, European, and international legal provisions in connection with the deliveries and other services, in particular with regard to environmental protection, including energy, health, and occupational safety, anti-corruption, anti-terrorism, human rights, product safety, and data protection, in their currently valid version at its own expense.

§ 18.2. The supplier further undertakes not to enter into any agreements or concerted practices with other companies within the scope of the business relationship with us that have the object or effect of preventing, restricting, or distorting competition in accordance with the applicable antitrust laws.

§ 18.3. The Supplier shall ensure that it pays reasonable wages and equal pay for work of equal value without discrimination and that it complies with the applicable laws governing the general minimum wage, and shall impose the same obligations on its subcontractors to the same extent. Upon request, the Supplier shall provide evidence of compliance with the above assurance. In the event of a breach of the above assurance to comply with the applicable laws governing the general minimum wage, the Supplier shall indemnify us against any third-party claims upon first request and shall be obliged to reimburse us for any fines imposed on us in this connection.

§ 18.4. The supplier shall respond to inquiries regarding compliance, social responsibility, and sustainability in the supply chain within a reasonable time and in accordance with the specified formalities. In addition, if there is any suspicion of a breach of the obligations under this clause, the supplier must immediately investigate any possible breaches, inform us of the investigative measures



taken, and, in justified cases, disclose the supply chain concerned. If the suspicion proves to be justified, the supplier must inform us within a reasonable period of time of the internal measures it has taken to prevent future violations.

§ 18.5. The fulfillment of the above obligations under Section 18 is a primary obligation of the supplier. If the supplier fails to fulfill these obligations within a reasonable period of time, we reserve the right to withdraw from contracts with the supplier or to terminate them with immediate effect. Any further claims for damages by TROESTER remain unaffected.

### **§ 19 Import and export regulations, customs traffic**

§ 19.1 The supplier warrants that the delivery or service is not subject to any obstacles arising from national or international foreign trade regulations or embargoes and/or other sanctions.

§ 19.2 The supplier shall comply with all requirements of national and international customs and foreign trade law relevant to the delivery or service and shall provide TROESTER with all documents, documents, data, and information required for compliance with foreign trade law in the case of export, import, and re-export, in particular official approvals to be obtained by him or by TROESTER and existing reporting obligations.

§ 19.3. If further official documents are required for imports or exports for the intended use of the delivery items or services, the supplier shall be obliged to procure these documents for TROESTER at its own expense and make them available without delay. The supplier shall support TROESTER by all permissible means necessary to ensure optimal and legally compliant customs clearance.

§ 19.4. If the supplier violates its above obligations, it shall reimburse TROESTER for all expenses and damages incurred by TROESTER as a result, unless the supplier is not responsible for the breach of duty.

### **§ 20 Antitrust damages**

§ 20.1. If the supplier has entered into an agreement during contract negotiations or in connection with the delivery relationship that constitutes an impermissible restriction of competition or otherwise violates antitrust regulations, it shall be obliged to pay lump-sum damages in the amount of 15% of the net value of the goods (excluding VAT) of the products delivered to TROESTER and included in the agreement.

§ 20.2. Proof of an inadmissible agreement may also be provided by a final decision (e.g., a fine notice) issued by the competent antitrust authority or a court. If such a decision is made, the supplier shall provide TROESTER with all information necessary to verify the existence of a claim; in particular, the supplier shall inform TROESTER which products were covered by the agreement in terms of time and subject matter.

§ 20.3. If the supplier proves that the actual expenses and costs incurred by TROESTER are significantly lower, the amount of the lump-sum compensation shall be reduced accordingly. Further claims by TROESTER shall remain unaffected. In particular, TROESTER reserves the right to prove that the damage is higher than the lump-sum compensation.



### **§ 21 Contractual penalty for delay in delivery**

If the supplier culpably fails to meet a binding delivery date, TROESTER shall be entitled to demand a contractual penalty of 0.3% of the net order value per working day of delay, up to a maximum of 5% of the net order value of the delivery concerned.

The assertion of the contractual penalty does not require proof of damage. Further legal claims, in particular for damages, remain unaffected. A forfeited contractual penalty shall be offset against any claim for damages. TROESTER reserves the right to claim the contractual penalty until final payment (§ 341 (3) BGB).

### **§ 22 Place of jurisdiction, place of performance, applicable law**

§ 21.1. If the supplier is a merchant, the place of jurisdiction shall be Hanover, but TROESTER shall also be entitled to sue the supplier at its general place of jurisdiction. The same shall apply if the supplier has no general place of jurisdiction in the country, moves its place of residence or habitual place of residence or place of business out of the country after conclusion of the contract, or if its place of residence or habitual place of residence is unknown at the time the action is brought.

§ 21.2. Unless expressly agreed otherwise, the place of performance for the delivery obligation shall be the delivery address or place of use requested by us, and for all other obligations of both parties, Hanover.

§ 21.3 German law shall apply to the contractual relationships, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

TROESTER GmbH & Co. KG