

General terms and conditions of purchase of Kampmann GmbH & Co. KG and Kampmann Group GmbH

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§1 General, definitions, scope

- (1) The following terms and conditions of purchase of Kampmann GmbH & Co. KG and Kampmann Group GmbH (hereinafter referred to as KAMPMANN) are binding and take precedence. Any deviating or conflicting terms and conditions of the supplier shall not be accepted by KAMPMANN unless they have been confirmed explicitly in writing. Even if KAMPMANN is aware of conflicting or deviating terms and conditions of the supplier, its own terms and conditions of purchase shall apply exclusively unless otherwise agreed in writing.
- (2) The term "supplier" refers to any company, person, establishment or otherwise that concludes a contract with KAMPMANN (client) regarding the supply or provision of goods, software, the creation of works or the provision of services.
- (3) A written contractual obligation applies to all agreements made between KAMPMANN and the supplier with respect to the fulfilment of the contract.
- (4) These terms and conditions of purchase apply exclusively to entrepreneurs as defined in Section 14 of the German Civil Code (BGB).
- (5) These terms and conditions of purchase also apply to all future transactions with the supplier.
- (6) The term "purchase order" refers to the order with the supplier initiated by KAMPMANN, including all related documents, regardless of whether the purchase order relates to goods, software and/or services.

§2 Quotation, quotation documents, property rights, copyright

- (1) Enquiries sent to the supplier are processed without obligation and the quotations produced as a result are non-binding. No payments are made for visits, the drafting of quotations or designs, or consultations.
- (2) The supplier is obligated to confirm purchase orders with KAMPMANN in writing within a period of five working days. Once this period has passed, KAMPMANN is entitled to revoke or change the purchase order free of charge.
- (3) The supplier undertakes to review the purchase order immediately. All documents provided by KAMPMANN must be reviewed immediately by the supplier with respect to their factual and technical accuracy. If any complaints or concerns arise regarding the required performance, the supplier must inform KAMPMANN of this in writing immediately.
- (4) If the supplier deviates from the purchase order in its order confirmation, this must be clearly indicated. In this case, the contract shall only come into being if KAMPMANN explicitly consents to the change.
- (5) KAMPMANN retains the property right and copyright to illustrations, drawings, calculations and other documents. These documents may only be passed on to third parties with the explicit written consent of KAMPMANN. They are to be used exclusively for the purposes of production and/or to provide the service, on the basis of the purchase order. Once the purchase order has been completed, the documents must be returned to KAMPMANN without them being requested and they must not be disclosed to third parties.

§3 Prices, payment terms, discount

- (1) The prices defined or agreed in the purchase order are net prices. The applicable rate of value added tax must be specified separately.

- (2) The supplier shall supply the goods and/or provide the service at the prices listed in the contract. Unless agreed otherwise, these prices are considered to be fixed prices, exclusive of value added tax but including all other taxes, charges, fees, levies, transport costs to the specified delivery address, expenses and other costs/expenditures.
- (3) Invoices shall be processed exclusively under the proviso that they contain the order number indicated in the purchase order in accordance with the requirements specified therein. Invoices must be submitted in digital format to the e-mail address indicated in the purchase order. The supplier is liable for all consequences arising as a result of its failure to meet this obligation. An obligation to pay the invoice only comes into existence once the terms and conditions specified above have been fulfilled and the delivery has been made or the service has been provided.
- (4) Unless agreed otherwise in writing, KAMPMANN shall pay the invoice for the purchase price/service within 14 days, calculated from the date the invoice is received, with a 3% discount.

§4 Delivery period, early delivery, late delivery, default in delivery

- (1) The delivery periods and deadlines specified in the purchase order are binding. Delivery periods begin on the day the purchase order is sent. If a range of dates is agreed for delivery, the supplier must communicate the precise date of delivery at least 48 hours before delivery is made.
- (2) If a delivery is made before the agreed date, KAMPMANN reserves the right to return the goods at the supplier's expense. If the goods are not returned, the goods shall be stored at KAMPMANN's premises at the supplier's expense and risk until the agreed delivery date. In the case of an early delivery, the term of payment begins from the agreed delivery date.
- (3) In accordance with the contract, the supplier shall undertake to inform KAMPMANN immediately in writing as soon as it becomes aware of circumstances that prevent it from adhering to the agreed delivery period.
- (4) If the supplier defaults on delivery, KAMPMANN is entitled to impose a contractual penalty amounting to 0.1% of the value of the goods that were not delivered on time for each working day of delay. However, this contractual penalty may not exceed 5% of the value of the order. The right to assert claims for damages exceeding this value is reserved. The contractual penalty can only be imposed if KAMPMANN expresses a reservation with the supplier within five calendar days after taking receipt of the delayed delivery. In particular, KAMPMANN is entitled to demand compensation instead of performance and to withdraw from the contract if delivery has not been completed following the expiry of a reasonable grace period.

§5 Provision and acceptance of services

- (1) The deadlines indicated in the purchase order are binding and constitute a material contractual obligation. The supplier must provide the service by the specified deadline in accordance with the contract and the purchase order. Any delays or instances of default are to be reported immediately in writing to KAMPMANN.
- (2) If the supplier defaults and does not provide the agreed services by the agreed date, KAMPMANN has the right – in accordance with the statutory provisions – to demand compensation. This includes possible damage incurred by KAMPMANN due to the default of the supplier, such as lost of profit or additional costs which may arise due to the default. However, KAMPMANN reserves the right to assert further claims, such as claims for other compensation or consequential damage, provided they are substantiated and verifiable on a case-by-case basis.

- (3) The services are to be provided in accordance with current technical and scientific knowledge.
- (4) The supplier undertakes to grant full access to the respective work results and to furnish all particulars necessary at any time at KAMPMANN's request. The supplier shall grant KAMPMANN access to the areas in which the ordered performance is being rendered.
- (5) In accordance with the agreement between the parties, the supplier undertakes to document performance rendered in corresponding work/activity reports (time sheet and acceptance certificate) and to enclose these with the invoice. The documents must contain the KAMPMANN order details to enable them to be allocated to the respective order. A delay caused by the supplier's failure to comply with this obligation shall be charged to the supplier. KAMPMANN shall not assume any liability for delays arising as a result of the supplier's failure to submit the necessary documents. The invoice shall only become due for payment once all the necessary documents have been submitted in full.

§6 Transfer of risk, documents

- (1) The risk of accidental loss is transferred to KAMPMANN once the goods have been properly delivered to the agreed place of delivery or, if setup/installation has been agreed, once proper setup/installation has taken place.
- (2) The supplier must ensure that the KAMPMANN order number is indicated precisely on all shipping documents and delivery notes. If the supplier does not fulfil this obligation, it shall not be liable for any delays to processing that arise as a result.

§7 Inspection for defects, liability for defects, warranty period

- (1) Goods received shall be inspected at KAMPMANN's premises within a reasonable period for any shortcomings in terms of quality or quantity and where inspection is feasible in the proper course of business. Any objections shall be reported within fourteen working days of delivery at the latest, constituting an immediate notification of defects. In the case of hidden defects, the period for reporting the defect starts at the point when the defect is discovered.
- (2) KAMPMANN has an unrestricted and full right to assert statutory claims for defects. Irrespective of this, KAMPMANN is entitled to demand – at its option – that the supplier remedies the defect, makes a replacement delivery or produces a new work result. In this case, the supplier shall undertake to bear all expenses required to remedy the defect, make a replacement delivery or produce a new work result. The right to compensation, in particular to compensation instead of performance, remains explicitly reserved.
- (3) Claims for defects become statute-barred 36 months after the transfer of risk. Claims for defects for buildings and for a thing that has been used as a building in accordance with the normal way it is used become statute-barred after five years. The limitation period for claims for defects is also five years in the case of a work whose result consists in the rendering of planning or monitoring services for a building.

§8 Liability, indemnity, liability insurance

- (1) The supplier is liable in line with the statutory provisions.
- (2) To the extent that the supplier is responsible for product damage, it shall indemnify KAMPMANN at its initial request against claims for compensation by third parties, including the necessary costs for prosecution, as far as the cause lies in its area of control and responsibility and it is itself liable in relation to third parties.
- (3) In this context, the supplier also undertakes – in accordance with Sections 683 and 670 BGB – to reimburse any expenses arising from or in connection with a recall conducted by KAMPMANN, provided the entitlement does not arise from Sections 830 and 840 BGB in

conjunction with Sections 426 and 254 BGB. KAMPMANN shall – to the extent possible and reasonable – brief the supplier on the content and scope of the recall measures being conducted and give the supplier the opportunity to make a statement.

- (4) The supplier shall undertake to maintain product liability insurance with coverage of ten million euros per case of personal injury/damage to property (lump sum). Any further claims for compensation by KAMPMANN shall remain unaffected.

§9 Right of retention, set-off

- (1) The supplier shall only be permitted to exercise its right of set-off and retention against any claims asserted by KAMPMANN if the claims are uncontested or legally established.
- (2) KAMPMANN is entitled to exercise all rights of set-off and retention to the extent permitted by law.

§10 Transfer of contractual obligations, engagement of subcontractors, assignment

- (1) The transfer of contractual obligations by the supplier to another person, company or institution, or the delegation of orders to other third parties, requires the written consent of KAMPMANN. If this consent is not obtained, a transfer of this nature is not permitted. A violation of this provision shall entitle KAMPMANN to withdraw wholly or partially from the purchase order and to assert claims for compensation.
- (2) The supplier is not entitled to assign claims against KAMPMANN to a third party or have a third party collect them without prior written consent.
- (3) If the supplier assigns a claim against KAMPMANN without prior consent, it shall nevertheless be effective. However, KAMPMANN shall then be entitled, at its own option and with discharging effect, to make payment to the supplier or the third party.

§11 Property rights, indemnity

- (1) The supplier warrants that – in connection with its delivery/service – no rights of third parties are violated within the Federal Republic of Germany, in the goods' country of destination or in the country in which the service is provided, to the extent that the supplier is aware of this, unless the supplier provides evidence that it is not responsible for the breach of duty.
- (2) If a claim is asserted against KAMPMANN by a third party on this account, the supplier shall undertake to indemnify KAMPMANN against these claims upon first written request. KAMPMANN is not entitled to make any agreements or, in particular, to enter into a settlement with the third party without the consent of the supplier.
- (3) The supplier's obligation to indemnify concerns all expenses necessarily incurred by KAMPMANN as a result of or in connection with claims asserted by a third party.

§12 Retention of title, provision of parts, contract work, tools

- (1) The supplier does not have an extended retention of title further to the simple retention of title.
- (2) If KAMPMANN provides parts to the supplier, KAMPMANN retains title to these parts. Processing or transformation by the supplier is carried out on KAMPMANN's behalf. If the goods subject to retention of title are processed with other objects not owned by KAMPMANN, KAMPMANN shall acquire co-ownership of the new item in the same proportion as the value of the goods to the other objects being processed at the time of processing. If the intermixing 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 shall transfer proportional co-ownership to KAMPMANN; the supplier shall preserve the sole ownership or co-ownership for KAMPMANN.

- (3) The workpieces delivered for processing are to be handled carefully and protected against possible hazards. The supplier is liable to KAMPMANN for loss of or damage to items provided to it and must notify KAMPMANN immediately of any legal or actual restriction concerning such items. A normal reject rate will be tolerated by KAMPMANN. If the supplier is to blame for rejects beyond the normal rate, the supplier must compensate KAMPMANN for the damage incurred; moreover, KAMPMANN will not reimburse the processing of reject parts.
- (4) KAMPMANN shall retain title to tools; the supplier undertakes to use the tools solely for the purposes of producing the goods ordered by KAMPMANN. The supplier undertakes to insure the tools belonging to KAMPMANN at replacement value at its own expense against damage due to fire, water and theft. It shall perform any necessary maintenance and inspection work promptly and at its own expense. It must report any faults to KAMPMANN immediately. If the supplier culpably fails to discharge this obligation, claims for compensation shall remain unaffected.

§13 Handling information, confidentiality, advertising

- (1) The supplier shall maintain strict confidentiality over all information, drawings, calculations, quantities, models, tools, standard sheets, masters, technical documentation and other data (referred to as "information") it receives in the context of or in the performance of this contract and shall ensure that such information cannot be accessed.
- (2) This information may only be made accessible to third parties with the explicit consent of KAMPMANN. The supplier must provide suitable protection to prevent this information being accessed by persons who are not authorised to perform the contract. Once the supply relationship has come to an end, the supplier must, on request, surrender to KAMPMANN all documents containing information of the nature described.
- (3) This obligation does not apply if the information is generally known or accessible or if it became generally known or accessible during the term of the contract. The obligation to maintain confidentiality continues to apply even after the relevant supply relationship has come to an end.
- (4) KAMPMANN retains all intellectual property rights to all information of the nature described. If the information only becomes eligible for intellectual property rights as a result of the supplier's activities, this activity is deemed to have been carried out on KAMPMANN's behalf.
- (5) The supplier may only refer to its business relationship with KAMPMANN in its advertising if KAMPMANN has issued a written declaration of consent.

§14 Force majeure and industrial disputes

- (1) Force majeure and industrial disputes shall exempt the contracting parties from their performance obligation for the duration of the disruption and the extent of its impact. The contracting parties shall immediately provide the necessary information, within reasonable limits, and adjust their obligations to the changed circumstances in good faith.
- (2) KAMPMANN is entitled to withdraw from the contract if the delivery/service is no longer usable – from an economic point of view – due to the delay caused by force majeure or an industrial dispute. In this respect, KAMPMANN shall be wholly or partially exempt from the obligation to accept the ordered delivery/service. If it is conceivable that the disruption caused by force majeure will last longer than four weeks, KAMPMANN is entitled to withdraw wholly or partially from the purchase order.

§15 Cessation of delivery or service, insolvency

- (1) If the supplier ceases delivery, production of the work or provision of its service, if a provisional liquidator is appointed or if insolvency proceedings are opened over the assets of the supplier, KAMPMANN is entitled to terminate the contract wholly or partially without notice, without such action giving rise to claims against KAMPMANN.
- (2) If the contract is terminated by KAMPMANN, then only the aspects of performance rendered up to that date shall be settled based on the contractually agreed prices, provided the aspects of performance can be used as intended by KAMPMANN. Any damage incurred by KAMPMANN shall be taken into account in the settlement.

§16 Compliance

- (1) The supplier shall comply with the requirements arising from the Code of Conduct for Business Partners of KAMPMANN (<https://www.kampmanngroup.com/Company/compliance>) and the principles of the UN Global Compact initiative, which essentially concern the protection of international human rights, the abolition of forced labour and child labour, the elimination of discrimination in respect of employment and occupation, and responsibility for the environment (www.unglobalcompact.org).
- (2) The Code of Conduct for Business Partners automatically forms part of the contract between KAMPMANN and the supplier. This means that the content of these documents is binding for the contractual relationship.
- (3) In the event of a suspected violation of the obligations in the Code of Conduct for Business Partners, the supplier must investigate possible violations immediately and inform KAMPMANN of the investigative actions it has taken and, in justified cases, disclose the supply chain concerned. If the suspicion proves to be justified, the supplier must inform KAMPMANN within a reasonable period of the actions it has taken within the company to prevent future violations. If the supplier does not comply with these obligations within a reasonable period, KAMPMANN reserves the right to withdraw from contracts with the supplier or terminate them with immediate effect.
- (4) In the event of serious violations of the law by the supplier and serious violations of the provisions of the Code of Conduct for Business Partners, KAMPMANN reserves the right to withdraw from existing contracts or terminate them without notice.

§17 Severability clause, written form, contract language

- (1) If a provision within a contract is or becomes ineffective, the effectiveness of all other provisions or agreements will remain unaffected by this. The ineffective provision shall be replaced with a legally permissible provision that comes closest to the economic sense and purpose of the ineffective provision. The same applies in the event of a gap or omission in the contract.
- (2) No oral agreements outside this contract have been made. Collateral agreements must be made in writing in order to be effective. This also applies to the request to waive the requirement for the written form defined here.
- (3) The contractual language is German. If contract documents also exist in another language, then solely the German version of the contract shall be authoritative.

§18 Place of jurisdiction, place of performance, applicable law

- (1) If the supplier is a merchant, the place of jurisdiction is KAMPMANN's place of business. Nevertheless, KAMPMANN is entitled to sue the supplier at its place of business or residence.

- (2) Unless specified otherwise in the purchase order, KAMPMANN's place of business is also the place of performance.
- (3) The law of the Federal Republic of Germany applies. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.