



General Terms and Conditions of Purchase (GTCP) of recalm GmbH

Status: October 2024

1. scope of application

1.1 These General Terms and Conditions of Purchase (GTCP) shall apply in their current version to all current and future orders and framework purchase agreements between **recalm GmbH** (hereinafter referred to as the "Client") and its suppliers (hereinafter referred to as the "Contractor"), unless expressly agreed otherwise in writing.

1.2 Any terms and conditions of the Contractor that conflict with or deviate from these GTCP shall only be recognized if the Client expressly agrees to their validity in writing.

1.3 These GPC shall also apply if the Client accepts the Contractor's delivery without reservation in the knowledge of conflicting or deviating terms and conditions of the Contractor.

1.4 These GPC apply exclusively to companies, legal entities under public law and special funds under public law.

2. conclusion of contract

2.1 Orders, commissions and amendments must be made in writing. Telephone or verbal orders are only binding if they are subsequently confirmed in writing.

2.2 The Contractor is obliged to confirm the order in writing within 5 working days. In the event of deviations from the order, the express consent of the Client is required.

2.3 If the Contractor remains silent on an order or order amendment, this shall be deemed to be complete acceptance of the contract under the Client's terms and conditions.

3. prices and terms of payment

3.1 The prices stated in the order are binding. Price increases or additional costs shall only be recognized if they have been expressly agreed in writing.

3.2 Unless otherwise agreed in writing, the prices are net prices including packaging and delivery free domicile (DDP according to Incoterms® 2020).

3.3 Payment shall be made after receipt of the proper and verifiable invoice and complete and defect-free delivery. Within 30 days without deduction. The client reserves the right to deduct discounts within the framework of special agreements.

3.4 Payments do not imply acceptance of the delivery as being in accordance with the contract and do not affect the client's rights with regard to defects or other breaches of contractual obligations.

3.5 Invoices shall be submitted by the Contractor as a basic document stating the article number, the unloading point, the supplier number, the Contractor's article number, the



factory/manufacturer article number, the date code, the RoHS/non-RoHS confirmation, the tax tariff number, the origin, the preferential authorization, the delivery quantity and the unit price. If a delivery error occurs, the client is entitled to suspend payments until the error has been rectified.

4. terms of delivery

5.1 The delivery dates stated in the order are binding. The Contractor is obliged to inform the Client immediately in writing if it recognizes circumstances that make timely delivery impossible. In the event of non-compliance with the delivery date or delivery period, the Seller shall automatically be in default without prior notice.

4.2 The Contractor shall bear responsibility for all risks until the goods are properly delivered to the delivery address specified by the Client (free domicile).

4.3 Partial deliveries are only permitted with the express consent of the client. The terms of payment and delivery shall apply accordingly to approved partial deliveries.

4.4 If the Contractor is in default without first setting a new deadline, the Client shall be entitled to refuse to accept the delivery, whereby the Client may also allow the delivery. Irrespective of whether the Client allows or refuses (subsequent) delivery, the Contractor shall be liable for compensation for the damage caused by the delay, even if the Contractor is not responsible for the delay. The Client reserves the same rights if the Contractor is not already in default but it is certain that the delivery date or delivery period will not be met.

4.5 In the event of a delay in delivery, the Client shall be entitled to demand a contractual penalty of 4% of the order value per day of delay, up to a maximum of 20% of the order value. Further claims remain unaffected. The contractual penalty may also be claimed if the client accepts the delivery or does not refuse it despite the delay. Furthermore, the client does not waive his right to claim damages due to the contractual penalty. Should the contractual penalty nevertheless be paid, the claim for damages shall be reduced by the amount already paid.

4.6 The Contractor undertakes to comply with the applicable statutory regulations for packaging, transport and storage, in particular environmental regulations and regulations on the labeling and disposal of packaging materials.

5. scope of delivery, quality, acceptance and obligation to give notice of defects

5.1 The Contractor guarantees that all deliveries comply with the contractually agreed specifications, the recognized rules of technology and the relevant standards (DIN, ISO, VDE, etc.).

5.2 The Contractor confirms that (i) its delivery items fulfill all requirements necessary for the safe and commercial use of the delivered products, and (ii) that the delivery items are suitable for the intended purpose and correspond to the current state of science and technology.



5.3 The client reserves the right to inspect the goods for quality, completeness and conformity with the contract. Acceptance shall only take place after successful incoming goods inspection and testing by the client.

5.4 The client shall give notice of obvious defects and deviations from the order within 10 working days of delivery. Hidden defects that only become apparent at a later date must be reported within 10 working days of their discovery.

5.5 In the event of defective delivery, the Contractor shall rectify the defects immediately by repair or replacement, at the Client's discretion. In the event of repeated or serious defects, the Client shall be entitled to withdraw from the contract or to demand compensation.

5.6 The Contractor is obliged to implement suitable quality assurance measures and to regularly monitor the effectiveness of these measures. The Client reserves the right to carry out audits and quality controls at the Contractor's premises or have them carried out.

5.7 The Contractor must deliver the specified ordered products and only use the components specified by the Client and identified by the Client in the case of so-called assembly products. Alternative products (second sources) require the prior written approval of the Client. Should the Contractor deliver alternative products without the Client's prior written consent, the Contractor shall be fully liable and bear all consequential damages, regardless of whether or not the alternative products were noticed by the Client during the inspection at the time of receipt of the goods or at the time of processing.

5.8 The Contractor is obliged to stock and maintain the tools, test equipment, gauges, etc. required for production, including testing, at its own expense for 15 years after completion of the series delivery. In addition, the Client is entitled to purchase spare parts from the Contractor during this period.

6 Warranty and liability

6.1 The Contractor warrants that its deliveries are free from material defects and defects of title and comply with the contractually agreed specifications.

6.2 The warranty period shall be 36 months from acceptance by the client, unless longer periods have been agreed by law or contract. The statutory warranty obligation shall apply to defects identified during this period.

6.3 The Client is entitled to remedy defects itself or have them remedied by third parties at the Contractor's expense if there is imminent danger or if the Contractor does not immediately comply with its obligation to remedy defects despite being requested to do so.

6.4 The Contractor shall be liable without limitation for all damages caused by culpable breach of its contractual obligations in accordance with the statutory provisions.

7. secrecy



7.1 The Contractor undertakes to treat all confidential information obtained in the course of the cooperation as strictly confidential and to use it exclusively for the fulfillment of the contract.

7.2 The Contractor undertakes to store all documents and data made available to it carefully and to protect them from unauthorized access. Disclosure to third parties is only permitted with the express written consent of the Client.

7.3 The confidentiality obligation shall continue to apply after termination of the contractual relationship. At the request of the client, all confidential documents and information must be returned or destroyed immediately after termination of the contractual relationship.

8. property rights

8.1 The Contractor warrants that the goods delivered and services rendered do not infringe any third-party rights, in particular patents, copyrights or trademark rights.

8.2 The Contractor shall indemnify the Client against all third-party claims due to an infringement of property rights in connection with the delivered goods and shall bear all associated costs.

9. force majeure

9.1 Events of force majeure which make the fulfillment of the contract significantly more difficult or impossible shall release the parties from their contractual obligations for the duration of the disruption and to the extent of its effect.

9.2 The Contractor is obliged to inform the Client immediately in writing of the occurrence of such an event and its expected duration.

The client is entitled to withdraw from the contract after the expiry of a reasonable period.

10 Place of performance, place of jurisdiction and applicable law

10.1 The place of performance for the delivery is the delivery address specified by the client.

10.2 The exclusive place of jurisdiction for all disputes arising from and in connection with this contract is the registered office of recalm GmbH in Hamburg. However, the client is also entitled to sue the contractor at its registered office.

10.3 The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

11. final provisions

11.1 Amendments and supplements to these GPC must be made in writing. This also applies to the revocation of this written form clause.



11.2 Should individual provisions of these GTCP be or become invalid, this shall not affect the validity of the remaining provisions. The parties undertake to replace an invalid provision with a provision that comes closest to the economic purpose of the invalid provision.