

## TERMS AND CONDITIONS OF PURCHASE

of KRUG & PRIESTER GmbH & Co. KG, Simon-Schweitzer-Str. 34, 72336 Balingen

Date: February 1, 2024

### 1 Scope of Application

- 1.1 The following terms and conditions apply to all contracts concluded between us and the supplier for the delivery of goods. They shall also apply to all future business relationships, even if they are not expressly agreed again.
- 1.2 Deviating terms and conditions of the supplier which we have not expressly recognised are not binding for us, even if we have not expressly objected to them. Our terms and conditions shall also apply if we accept the supplier's delivery unconditionally in the knowledge that the supplier's terms and conditions conflict with or deviate from our terms and conditions. The acceptance of deliveries and services or their payment does not constitute consent to the supplier's terms and conditions of sale.

### 2 Offer and Offer Documents

- 2.1 An effective order placement or order amendment shall be effected exclusively by a written declaration on our part.
- 2.2 We shall be bound by our order for 14 days. The supplier can only accept the order by written declaration to us within these 14 days.
- 2.3 We reserve the property rights and copyrights to illustrations, drawings, calculations, and other documents belonging to the order. They may not be made accessible to third parties without our express consent. They are to be used exclusively for the manufacture or delivery based on our order. After completion of the order, they must be returned to us unsolicited.
- 2.4 If the supplier's order confirmation deviates from our order, we shall only be bound by these deviations if they have been agreed to in writing. Acceptance of the delivery and payment shall not constitute consent.
- 2.5 Execution of our order shall be deemed to constitute acceptance of these Terms and Conditions of Purchase.

### 3 Prices and Terms of Payment

- 3.1 The price stated in the order is binding. Unless otherwise agreed in writing, the price includes delivery "free domicile" including packaging.
- 3.2 Unless otherwise agreed in writing, we shall pay within 14 days, calculated from delivery and receipt of invoice, with a 3% discount or net within 30 days of receipt of invoice.

### 4 Delivery

- 4.1 Agreed delivery dates and deadlines must be adhered to. Deviations are only permitted with our prior written consent. The receipt of the goods by us shall be decisive for compliance with the delivery date or delivery period. Specified delivery dates and deadlines refer to the time of handover of the delivery item at the destination specified by us.
- 4.2 The supplier is obliged to inform us immediately in writing if circumstances occur or become recognisable to him which indicate that the agreed delivery time cannot be met.

- 4.3 In the event of a delay in delivery, we shall be entitled in particular to the statutory claims; contractual claims going beyond this shall remain unaffected. After the fruitless expiry of a reasonable deadline, we shall be entitled to demand compensation for damages, including consequential damages and claims for reimbursement of expenses, in lieu of performance and cancellation.
- 4.4 For quantities, weights and dimensions, the values determined by us during the incoming goods inspection shall be decisive, subject to proof to the contrary.
- 4.5 Unless otherwise stated in the order, the delivery weight per large load carrier suitable for pallet trucks (e.g. pallet, mesh box, Heson) may not exceed 500 kg. The weight per package (e.g. small load carrier or goods packed in cardboard boxes) may not exceed 15 kg.

## **5 Transfer of Risk**

- 5.1 Unless otherwise agreed, delivery shall be made free domicile to the delivery address requested by us.
- 5.2 The transfer of risk to us shall only take place after acceptance of the Supplier's performance by us and at the agreed delivery address. The provision of Section 447 (1) BGB shall not apply.

## **6 Quality Assurance**

- 6.1 The supplier's deliveries must correspond to the agreed quality (e.g. description, specifications, data sheets, drawings, samples). They must be free from material defects and defects of title and be suitable for the use described by us.
- 6.2 The supplier shall maintain a suitable quality management system which, in particular, creates records of the quality inspections. These are to be made available to us on request with the respective deliveries or services.
- 6.3 UL-relevant changes on the part of the supplier must be reported to us immediately. Costs incurred by us as a result of neglecting this duty to inform shall be borne by the supplier.
- 6.4 If reference is made to the standard DIN ISO 2768-mK (general tolerances) on technical drawings provided by us, this must be complied with in the version DIN ISO 2768:1991-mK.

## **7 Inspection for Defects and Liability for Defects**

- 7.1 The supplier is obliged to ensure that its deliveries correspond to our order in every respect and are free from material defects and defects of title.
- 7.2 Should third parties assert claims against us in connection with the intended use of the delivery item due to an infringement of rights, the supplier shall be obliged to indemnify us against such claims.
- 7.3 We shall notify the supplier immediately of any defects in the delivery as soon as we are able to detect them in the ordinary course of business. In this respect, the supplier waives the defence of late notification of defects. In the case of hidden defects, a notice of defects shall be deemed to have been given in good time if it is given to the supplier immediately after the defect is discovered.
- 7.4 We shall be entitled to the statutory claims for defects in full; any further contractual claims shall remain unaffected. In any case, we are entitled to demand that the supplier rectify the defect or deliver a new item. We expressly reserve the right to claim damages, including consequential damages and claims for reimbursement of expenses, in particular the right to claim damages in lieu of performance.
- 7.5 We are entitled to remedy defects at the supplier's expense if there is imminent danger or special urgency.
- 7.6 The limitation period for material defects is generally 36 months, calculated from the transfer of risk.

## **8 Property Rights and Reservation of Title**

- 8.1 The supplier warrants that no third-party rights are infringed in connection with its performance. If claims are asserted against us by a third party due to an infringement of rights in connection with the supplier's delivery, the supplier shall be obliged to indemnify us against these claims immediately upon request.
- 8.2 If we provide the supplier with parts, tools, drawings or data of any kind for the fulfilment of the supplier's order, we reserve title to these. The supplier may use the parts and tools belonging to us exclusively for the manufacture of the goods ordered by us.
- 8.3 The limitation period is 10 years, calculated from the conclusion of the contract.

## **9 Secrecy**

- 9.1 The supplier undertakes towards us to maintain confidentiality of all trade secrets. This includes in particular drawings, calculations and data of all kinds.

## **10 Assignment**

- 10.1 The assignment of claims of the supplier against us is excluded. Financing purposes are excluded from this provision.

## **11 Statute of Limitations**

- 11.1 Unless otherwise stipulated in these Terms and Conditions of Purchase, the limitation periods in accordance with the statutory provisions shall apply.

## **12 Invoicing**

- 12.1 Invoices are to be sent by post to the above address; alternatively, invoices are to be sent in digital form (e.g. in pdf format) exclusively to the e-mail address [invoice@krug-priester.com](mailto:invoice@krug-priester.com)

## **13 Code of Conduct**

The supplier undertakes to comply with the latest version of the "Code of Conduct for Suppliers". This is available for download on our homepage or can be obtained from our purchasing department.

## **14 Place of Performance and Jurisdiction**

- 14.1 Unless expressly agreed otherwise in writing, the place of fulfilment for all services of the Supplier and for all obligations on our part, in particular for our payment obligations, shall be exclusively our registered office in Balingen.
- 14.2 Our registered office in Balingen is also the place of jurisdiction for all disputes between us and the supplier.

## **15 Severability clause**

15.1 Should individual provisions of this contract be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, this shall not affect the validity of the remainder of the contract. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects come closest to the economic objective pursued by the contracting parties with the invalid or unenforceable provision. The above provisions shall apply accordingly if the contract proves to be incomplete.