

## General Terms and Conditions of Purchase

### Section 1: Scope of Validity

These General Terms and Conditions of Purchase (GTCP) apply to all inquiries and orders for goods and services and form an integral part of all contracts we conclude with our suppliers. If quality assurance agreements, tool loan agreements, or other contractual arrangements exist in addition to these GTCP, such agreements take precedence over these GTCP. Orders are placed exclusively based on our GTCP. Any terms and conditions of the supplier that contradict or deviate from our GTCP will not be recognized unless we have expressly agreed to their validity in writing. Any reference to a document containing or referring to the supplier's or a third party's terms and conditions shall not constitute an agreement to their applicability. The implicit acceptance of deliveries or services by RB-Messwerkzeuge, as well as payments, does not imply consent to any conflicting terms and conditions of the supplier.

### Section 2: Offers and Orders

Supplier responses to our inquiries must be provided as soon as possible, but no later than three business days, in the form of a written offer specifying the delivery time from the date of order. Supplier orders are binding and free of charge for us; no compensation will be granted for visits, offer preparation, project development, etc. Silence on our part regarding an offer does not constitute acceptance. Orders must generally be placed in writing. Exceptions may be made for verbal or telephone orders, which must be confirmed in writing afterward. Suppliers must confirm or reject our orders in writing within three days.

### Section 3: Deliveries

Agreed delivery dates and quantities are binding and must be strictly adhered to by the supplier. Partial deliveries are only considered fulfilled once the entire order has been delivered. Additional costs arising from partial deliveries, such as packaging, transport, and insurance, shall be borne by the supplier. If the supplier recognizes that a delivery date cannot be met, they must promptly inform RB-Messwerkzeuge and provide a new binding delivery date. Each shipment must be accompanied by a delivery note (a mere invoice does not suffice) which must include our order number, order position, item number, and item description. The supplier is responsible for obtaining and providing all required shipment-related documents, supplier declarations, inspection reports, inspection certificates, safety data sheets, and other necessary documentation at their own expense and in a timely manner.

## Section 4: Acceptance and Incoming Inspection

Unless otherwise agreed in writing, our inspection obligation is limited to checking the quantity, identity, visible defects, and transport damages. The inspection will be carried out within a reasonable period, as is customary in the regular course of business. Defects identified during inspection will be reported to the supplier without delay, as will any defects discovered later. RB-Messwerkzeuge's inspection and notification obligations are limited to the aforementioned aspects, and the supplier waives the right to object to late defect notifications under Section 377 of the German Commercial Code (HGB). The supplier guarantees that the delivered goods are free from defects, comply with our specified requirements, are developed and manufactured according to the latest technological standards, and meet all applicable legal provisions, regulations, and industry standards.

## Section 5: Warranty

If specific qualities are agreed upon, they are considered assured properties. The supplier is liable for defect-free deliveries and contract performance. The supplier remains liable for defects, whether immediately or subsequently discovered, throughout the warranty period. Unless otherwise contractually agreed, the limitation period for defect claims is 36 months from the transfer of risk. As part of the warranty, RB-Messwerkzeuge reserves the right to:

- Request a free replacement,
- Rescind the contract,
- Reduce the agreed price,
- Demand rectification of defects at the supplier's expense (including labor, travel, accomodation, and related costs),
- Claim damages for non-performance, especially if the delivered goods lack agreed-upon properties or if a defect was fraudulently concealed.

If the supplier is obligated to remedy defects, they must do so immediately. If the supplier fails to fulfill this obligation even after a reminder and an extended deadline, RB-Messwerkzeuge is entitled to rectify the defects themselves or have them rectified by a third party at the supplier's expense.

If the delivered products are incorporated into an end product sold to RB-Messwerkzeuge's customer's, and RB-Messwerkzeuge is held liable, the supplier is responsible for indemnification to the corresponding extent.

The limitation period for warranty claims is suspended upon receipt of a written defect notification. If a replacement delivery or rectification is provided, the warranty period recommences for the replaced or repaired parts unless RB-Messwerkzeuge could reasonably assume that the supplier did not acknowledge a legal obligation but acted purely out of goodwill.

## Section 6: Prices and Payment Terms

All prices specified in our orders are fixed prices unless expressly agreed otherwise in writing. This also applies to blanket orders. Prices are net amounts. Unless otherwise agreed, prices include delivery to our designated delivery address (DAP/DDP according to Incoterms 2010), including packaging. Unless otherwise agreed, invoices are payable within 14 days with a 2% discount or within 60 days net. Payments by RB-Messwerkzeuge are considered timely if the transfer order is submitted to our bank within the payment period. Prices may not be changed retroactively without our explicit written approval. The payment term begins upon complete delivery or service provision and receipt of an invoice containing our order number, order position, and, if applicable, our ABK index with work-step number.

## Section 7: Retention of Title and Provision of Materials

We retain ownership and/or intellectual property to all orders and assignments issued by us, as well as to all drawings, illustrations, calculations, descriptions, and other documents made available to the supplier. The supplier may not disclose such documents to third parties, make them accessible, use or reproduce them—either for themselves or for third parties—without our express written consent. Upon request, the supplier shall return these documents in full if they are no longer needed for the ordinary course of business or if negotiations do not result in a contract. Any copies made by the supplier must be destroyed in this case, except for archival copies retained to fulfill legal retention obligations or for backup purposes in the course of routine data security.

Tools, fixtures, and models provided by us to the supplier or manufactured for us by the supplier and separately invoiced, shall remain or become our property. These items must be clearly marked as our property, carefully stored, protected against all forms of damage, and used exclusively for fulfilling our orders. Unless otherwise agreed in a specific tool loan agreement, maintenance and repair costs for these items shall be borne equally by both parties. However, if such costs arise from defects in the items manufactured by the supplier or from improper handling by the supplier, their employees, or other agents, the supplier shall bear such costs in full. The supplier must notify us immediately of any significant damage to these items. Upon request, the supplier must return the items in proper condition if they are no longer required to fulfill contractual obligations with us.

Materials or parts provided by us remain our property and may only be used as intended. Processing or assembly of such materials or parts shall be carried out on our behalf. It is agreed that we shall obtain co-ownership of the products manufactured using our materials and parts, in proportion to the value of the materials supplied relative to the total value of the final product. The supplier shall store such products on our behalf. In the case of order-specific material provision, the supplier is expressly responsible for ensuring that the provided material is used exclusively for the corresponding order item.

## **Section 8: Obsolescence Management**

The supplier shall proactively inform RB-Messwerkzeuge of any product changes, product discontinuations, or phase-outs affecting items delivered within the past six months. RB-Messwerkzeuge must be given the opportunity to place an order for the quantity supplied over the past six months prior to any change or discontinuation of the product.

## **Section 9: Quality Management and Environmental Protection**

The supplier shall continuously monitor the quality of its deliveries and services. It is recommended that the supplier maintain a quality assurance system (e.g., in accordance with DIN EN ISO 9001) and, upon request, provide proof thereof to RB Messwerkzeuge. Upon request, the supplier is obligated to conclude a quality assurance agreement with RB-Messwerkzeuge.

The supplier shall keep records, in particular of its quality inspections, and make them available to RB-Messwerkzeuge upon request. Such documentation shall be retained for a minimum period of 10 years. The supplier hereby agrees to audits conducted by RB-Messwerkzeuge – including those involving RB-Messwerkzeuge’s customers – to evaluate the effectiveness of the supplier’s quality assurance system.

The supplier is obligated to immediately inform RB-Messwerkzeuge of any defective products that are due for delivery or that have already been delivered by mistake.

## **Section 10: Compliance with Laws and Regulations**

The supplier is obligated to comply with all applicable legal provisions in connection with the order and delivery. This applies in particular to anti-corruption and anti-money-laundering laws, as well as to antitrust, labor, and environmental protection regulations. The supplier shall ensure that their delivered products and services meet all relevant requirements for being placed on the market in the European Union and the European Economic Area. Upon request, this must be proven by providing appropriate documentation.

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The supplier undertakes not to use or supply any substances or materials that are prohibited by the law. This applies, on the one hand, to electrical and electronic equipment, which must, as a general rule, be RoHS-compliant; such compliance must be indicated on the delivery note or invoice. Any deviations from this will be explicitly stated in our orders. On the other hand, this applies to so-called conflict minerals as defined in EU Regulation 2017/821 and Section 1502 of the U.S. Dodd-Frank Act. For all deliveries containing tin (Sn), tantalum (Ta), tungsten (W), or gold (Au), it must be demonstrable that these materials have not been sourced from conflict regions. The only exceptions are mines or smelters that can be proven to be “conflict-free.”

The supplier undertakes to comply with all applicable laws and legal standards relating to the protection of the environment, health, and occupational safety, including fire safety regulations. The supplier shall make all reasonable efforts to ensure compliance with the obligations outlined in this paragraph by their subcontractors. The supplier is particularly obligated to submit a declaration of compliance with the REACH Regulation no later than with the order confirmation, provided that the products ordered fall within the scope of this regulation.

**Section 11: Compliance**

RB-Messwerkzeuge and the supplier acknowledge their responsibility to uphold fair business practices. They agree to take all necessary measures to comply with the compliance guidelines outlined at the following link: <https://www.rb-messwerkzeuge.com/ueber-uns/verantwortung/>.

**Section 12: Final Provisions**

For all legal relations between RB-Messwerkzeuge and our suppliers, the place of jurisdiction shall be our registered office. However, we reserve the right to bring legal action against the supplier at the supplier's place of business.

The legal relationship with our suppliers shall be governed by the laws of the Federal Republic of Germany. The applicability of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded. The place of performance is our registered office.

Should any provision of these General Terms and Conditions of Purchase be or become invalid, the validity of the remaining provisions shall remain unaffected. In place of the invalid provision, a valid one shall be deemed agreed upon that most closely reflects the economic intent of the original provision. The same applies in the event of any omissions in these Terms and Conditions.