

# General Terms and Conditions of Purchase (GTCP)

## 1. General

1. Our General Terms and Conditions of Purchase (GTCP) apply to all our orders and deliveries to us.

The GTCP also apply to deliveries and services ordered by us in the future, unless otherwise agreed.

2. General terms and conditions of the supplier that conflict with or deviate from our GTCP shall not become part of the contract, unless we have expressly confirmed this. The acceptance of goods or services of the supplier or payment of these does not constitute consent.

## 2. Conclusion of contract, order confirmation

1. Orders must always be confirmed immediately, but no later than three days after receipt of the order. Otherwise, we (hereinafter also referred to as "Quadrus") are entitled to withdraw. Deviations in the order confirmation from our order apply only if they are expressly acknowledged by us in text form. Only orders, call-offs and agreements transmitted in text form or by electronic data transmission are valid. Orders placed verbally or by telephone as well as changes to orders already placed require our confirmation in text form or by electronic data transmission.

2. Call-offs within the scope of order and call-off planning shall become binding if the supplier does not object within three working days of receipt.

3. The supplier undertakes to guarantee short-term delivery within six working days from the beginning of the term for blanket orders.

## 3. Price

1. Insofar as no special arrangement has been made, the prices are understood to be "ex works delivery" (DAP in accordance with Incoterms 2020), including packaging. VAT is not included.

2. We do not grant any remuneration for the preparation of offers. Cost estimates are binding and shall not be remunerated, unless otherwise agreed.

## 4. Payment terms

1. Payment is subject to proper delivery and correctness in terms of price and calculation. If a defect is ascertained, Quadrus is entitled to withhold payment until the defect has been remedied.

2. Unless specifically agreed, we shall settle the invoice either within 14 days with a 3% discount or within 30 days with no deduction. Payment is subject to verification of the invoice. A reminder is required from the supplier in every case for default of payment to occur.

3. The supplier may not assign its claims or obligations or have claims collected by third parties without our prior written consent.

4. We may withhold payments or declare offsetting due to counterclaims.

## 5. Delivery and delay in delivery

1. Deviations from our orders, delivery call-offs and orders are permissible only with our express written consent in advance.

2. Agreed dates and deadlines are binding. The receipt of the goods at the place of use/place of performance specified or agreed by the purchaser shall be decisive for compliance with the

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delivery date or delivery period. If delivery “free domicile” (DAP in accordance with Incoterms 2020) has not been agreed, the supplier is required to make the goods available on time, taking into account the time for loading and shipping agreed with the carrier.

3. If the supplier foresees difficulties with regard to production, supply of raw materials, compliance with the delivery date or similar circumstances that could prevent it from delivering on time or in the agreed quality, the supplier must immediately notify our ordering department.

4. In principle, partial deliveries are not permitted, unless we have expressly agreed to them.

5. For quantities, weights and dimensions, the values determined by us during the incoming goods inspection shall be decisive, unless proven otherwise.

6. Certain suppliers are allocated a separate delivery window, which must be complied with. Those suppliers to whom this applies shall be informed by Quadrus. All deliveries of sheet and bar steel must take place daily before 12 noon. If compliance with the delivery times is not possible, we ask for notification in good time; offloading may otherwise be refused.

7. If you are in default, we are entitled to the statutory claims. If we assert claims for damages, you are entitled to prove that you are not responsible for the breach of duty. If you fail to deliver or perform within the grace period set by us after the due date, we are further entitled to withdraw from the contract. We also have this right of withdrawal when you are not responsible for the breach of duty. Any additional costs incurred by us as a result of the default, in particular as a result of a necessary alternative procurement of the respective contractual object, shall be borne by you.

8. We reserve the right to demand an agreed contractual penalty for improper performance (Section 341 BGB [German Civil Code]) until the final payment is made.

## 6. Transfer of risk

1. Unless otherwise agreed, risk shall transfer to us upon delivery at the delivery address specified by us (DAP in accordance with INCOTERMS 2020).

2. If, in addition to delivery, set-up or installation is contractually owed in individual cases, risk is transferred to us upon successful conclusion of our acceptance. Formal acceptance is deemed agreed; commissioning or use shall not replace our declaration of acceptance.

## 7. Delivery note, accompanying document, invoice

1. Every delivery must be accompanied by a delivery note, which must state the following information: address, delivery date, order number, Quadrus article number, drawing number (if available), product description and delivery quantity. In the case of partial or incomplete deliveries, the supplier must note this on the delivery note. Rejects in the case of external performance must be entered on the delivery note as a separate item.

2. The delivered goods must be labelled with an accompanying document with the following information: description, dimensions (for semi-finished goods), quality, Quadrus article number and quantity.

3. The invoice, which is to be sent as a single copy stating the invoice number, order data and any drawing or material numbers to the billing address specified by us, may not be included in the shipment. If one or more of these details are missing in the delivery note or invoice and processing by us in the normal course of business is delayed as a result, the payment periods specified in Section 4.2 shall be extended accordingly by the duration of the delay.

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4. The invoice must include all information required for an input tax deduction, such as tax number or VAT ID No., invoice number and other mandatory invoice information in accordance with Sections 14 and 14a UstG [German Value Added Tax Act]. If we are denied an input tax deduction due to an improper invoice, the supplier shall reimburse the VAT paid by us.

## 8. Quality and documentation

1. For its deliveries and services, the supplier must comply with the scientific and technical rules recognised at the time of delivery, the agreed technical data, valid safety regulations and statutory safety regulations. Changes to the delivery item require our prior written consent.
2. The supplier must establish and prove appropriate quality management. In its quality management records, it must record for all products when, how and by whom their defect-free production was ensured. Specifications and verification documents must be retained for 15 years and presented to the purchaser if necessary. The supplier must obligate upstream suppliers to the same extent within the scope of the statutory possibilities.

## 9. Compliance with substance law

1. For all goods delivered to us (substances, mixtures and products), the requirements of Regulation (EC) No. 1907/2006 (REACH) must be fully complied with. This applies in particular to the registration of substances on their own, in mixtures and in products, the information in accordance with Articles 31 et seq. REACH and compliance with the relevant licensing requirements and restrictions.
2. If the delivered goods do not contain substances of very high concern (SVHCs) within the meaning of Article 59 in conjunction with Article 57 REACH in a concentration of more than 0.1% by weight, this must be declared to Quadrus ("negative declaration"). Article 33 REACH remains unaffected. In addition, in the event of amendment to the SVHC list, a supplier's declaration already submitted must be updated for all deliveries up to 12 months before the change, to the extent that the goods are still delivered to Quadrus after the SVHC list has been amended.

In addition, the substance restrictions of Directive 2011/65/EU (RoHS) must be fully complied with, even if the delivered goods are not themselves subject to the RoHS Directive. Deviations from this subsection 3 must be agreed with Quadrus prior to delivery.

## 10. Claims due to defects

1. Acceptance is subject to an inspection for defect-free condition and in particular also for correctness and completeness, insofar as and as soon as this is feasible in the ordinary course of business. Defects will be reported by us immediately after discovery.
2. In principal, we are entitled to choose the type of supplementary performance. The supplier may refuse the type of supplementary performance chosen by us if it is only possible with disproportionate costs.
3. If a reasonable deadline set by us for supplementary performance has expired without success, we shall be entitled in urgent cases, in particular to avert acute dangers or to avoid major damage, to carry this out ourselves at the expense of the supplier or to have it carried out by a third party. The same applies if, due to particular urgency, especially serious damage is to be expected in relation to the defect and a request for supplementary performance is not

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possible or reasonable or the supplier does not immediately begin with the supplementary performance.

4. The limitation period for parts newly delivered or repaired by the supplier by way of subsequent delivery shall begin anew.

5. If we incur costs as a result of the defective delivery of the contractual object, in particular costs of transport, travel, labour or material or costs for an incoming-goods inspection exceeding the usual scope, the supplier shall bear these costs within the context of Section 10 (liability).

6. If essentially identical or similar deliveries of goods or services from the same supplier are repeatedly rendered defective or late, we reserve the right of withdrawal in this case after prior written warning, also for such deliveries and services which the supplier is still obliged to provide to us in the future from this or another contractual relationship.

7. If, after conclusion of the contract, it becomes apparent that our delivery claim is endangered due to an unforeseeable impediment to performance that cannot be overcome by reasonable expenses, we shall be entitled to withdraw from the contract. This is particularly the case if your performance is impossible or the delivery claim is endangered due to force majeure, strike or natural disasters. However, an impediment to performance for which we are responsible does not entitle us to withdraw.

## **11. Liability**

1. The supplier is obliged to compensate the damage and our expenses incurred by the purchaser directly or indirectly as a result of a defective delivery, unless it is not responsible for the breach of duty.

2. If claims are asserted against the purchaser on the basis of product liability, the supplier shall indemnify the purchaser if and to the extent that the damage was caused by a defect in the goods delivered by the supplier.

3. At the request of the purchaser, the supplier undertakes to take out business and product liability insurance, including product financial losses and recall costs, with an insurer licensed in the EU. The sum insured must be appropriate to the subject matter of the contract for personal injury and property damage as well for product financial losses and recall costs.

4. If the supplier is required to deliver or perform in accordance with our plans, drawings or other special requirements, conformity of the delivery or performance with the requirements is expressly deemed assured. In the event of the absence of assured characteristics, we may, at our discretion, withdraw from the contract or reduce the remuneration and additionally claim damages in each case.

5. Persons who carry out work on the purchaser's premises in fulfilment of the contract must observe the respective work regulations. Liability for accidents that occur to these persons on the factory premises is excluded, unless they were caused by intentional or grossly negligent breach of duty by Quadrus, its legal representatives or its vicarious agents.

## **12. Retention of title, ownership of provisions and production equipment of the purchaser**

1. We shall acknowledge any simple retention of title with regard to unprocessed goods. Ownership of manufactured goods is transferred to us upon payment. All prolonged or extended retention of title is excluded.

2. The materials provided by us remain our property and may only be used as intended.

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3. Drawings, calculations, matrices, templates, samples, models, dies, tools and other means of production which we pay for or make available to the supplier for the execution of an order remain or become our property. They may not be used for deliveries to third parties, be made available or brought to the attention of third parties without our prior written consent.

4. The goods later manufactured may not be delivered to third parties in their unprocessed condition or as semi-finished or finished products without our written consent.

## **13. Documents and confidentiality**

1. All business or technical information made available by us shall be kept secret from third parties for as long as and insofar as such information is not demonstrably publicly known and may only be made available in the supplier's own premises to those persons who are required to use it for the purpose of delivery to us and who are also obliged to maintain secrecy. Without our prior written consent, such information may not be duplicated or used commercially, except for deliveries to us.

2. At our request, all information originating from us and items provided on loan must be returned to us, immediately and completely, or destroyed.

3. Technical documents, tools, standard instruction sheets, production equipment, data, etc. provided by us shall remain our property; all trademark, copyright and other property rights remain with us. They must be returned to us, including all duplicates made, unprompted and immediately after execution of the order or upon request; in this respect, you are not entitled to assert a right of retention.

You may use the aforementioned items solely for the execution of the order and may not transfer them to unauthorised third parties or otherwise make them accessible. The duplication of the aforementioned items is only permitted insofar as it is necessary for the execution of the order.

## **14. Data privacy**

1. You acknowledge and agree to our collecting, storing, processing and using personal data associated with our business relationship with you, and that we transmit these data for the purposes of maintaining proper business transactions and payment processing. We ensure that your legitimate interests are not adversely affected.

2. The legal and company-related provisions relating to data privacy must be observed. The supplier shall accordingly obligate the employees and vicarious agents involved in the contractually-owed performance and provide Quadrus with a transcript of this obligation on request.

3. Insofar as the processing or use of personal data is carried out on order, the parties must immediately conclude a data privacy agreement in accordance with the provisions of the German Federal Data Protection Act (BDSG).

## **15. Place of fulfilment / jurisdiction / legal status**

1. Place of fulfilment for the delivery is the respective shipping point specified by Quadrus.

2. German law shall apply exclusively.

3. Place of jurisdiction is the competent court for our head office in Schmidgaden.