



# General Terms and Conditions Purchasing and Ordering (GTCPO)

of AFRISO-EURO-INDEX GmbH · Lindenstr. 20 · 74363 Güglingen · Germany

## § 1 Validity

- (1) All our purchases and orders of services and work performance are exclusively based on these "General Terms and Conditions Purchasing and Ordering" (GTCPO), if the supplier or contractor customer is a business person (§ 14 BGB, German Civil Code), a legal entity under public law or a special fund under public law. They shall also apply to all future business relations between us and our contractual partners, even if they are not separately agreed again.
- (2) General terms and conditions of our contractual partners shall only become part of the contract if we expressly consent to their validity in writing. This requirement of consent shall apply in any and all cases, even if we accept our contractual partner's application for the conclusion of a contract or its performance without reservation in full knowledge of the contractual partner's General Terms and Conditions.

## § 2 Offer, conclusion of contract, and confidentiality

- (1) Our order shall be deemed accepted if it is not objected to within a period of two weeks, unless a shorter period is specified in our order.
- (2) We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents; they may not be made accessible to third parties without our express prior written consent. They may be used exclusively for production on the basis of our order; after processing of the order they shall to be returned to us or deleted, without an express request by us. They shall not be disclosed to third parties.
- (3) Only offers or acceptances made by us by an instrument in writing or text form (for example, e-mail) shall be valid. Verbal agreements shall only bind us if they are confirmed by us by an instrument in writing or in text form. Deviations from written orders and agreements require in our prior consent by an instrument in writing or text form in any and all cases.
- (4) The transfer of orders to subcontractors requires our prior consent by an instrument in writing or text form.

## § 3 Prices and terms of payment

- (1) The price quoted in the order is binding. It includes, in particular, but not limited to, delivery "free domicile" to the agreed delivery address, customs duties, packaging, insurance and other ancillary costs.
- (2) Payments are made only after receipt of invoices that meet all statutory requirements. Payment shall be made within 14 days with 3 % discount, or within 30 days net upon performance and receipt of the invoice.
- (3) We shall be entitled to rights of set-off and retention to the extent provided by law. Any set-off with counterclaims of the supplier shall only be permissible if and to the extent that such counterclaims are undisputed or asserted by a court. The supplier shall only be entitled to a right of retention if such right of retention is based on the same contractual relationship.

## § 4 Delivery and passage of risk

- (1) The date for the performance of the service quoted by us in the order shall be binding. If the service is provided prior to the agreed date, we reserve the right not to accept the service and, if necessary, to return it at the expense and risk of the supplier.

- (2) Each delivery shall be accompanied by a detailed delivery note detailing all our order data and an precise specification of the goods.
- (3) The values determined by us during the incoming goods inspection shall be decisive for quantities, weights and dimensions.
- (4) Our contractual partner shall be obliged to immediately notify us by an instrument in writing or text form if circumstances occur or become apparent according to which the performance time cannot be met.
- (5) In the case of default in delivery, we shall be entitled to the statutory claims without any limitation whatsoever.
- (6) Partial performance shall only be permissible with our prior express consent by an instrument in writing or text form.
- (7) The passage of risk shall not take place until the goods are handed over to us or to the recipient specified by us (obligation to deliver). This shall also apply if, by way of exception, we bear freight or other ancillary costs. The supplier shall be liable for loss and damage of any type whatsoever occurring during transit, including unloading, up to the point of acceptance at a location specified by us.

## § 5 Limited retention of title of the supplier

Retention of title by the supplier shall only apply insofar as they relate to our payment obligation for the respective products to which the supplier retains title. Any type whatsoever of extended and prolonged retention of title of the supplier shall be excluded.

## § 6 Warranty, material defects, acceptance of the disposal obligation

- (1) Our inspection and complaint obligations shall be limited to the quantity and to damage in transit. Notification shall be made within 1 week, for hidden defects within 1 week from discovery.
- (2) The supplier guarantees that the delivered goods fully comply with the provisions of the Elektro- und Elektronikgeräte-Stoff-Verordnung (ElektroStoffV, Electrical and Electronic Equipment Substances Ordinance), in particular, that they comply with the maximum permissible concentrations according to § 3 section 1 ElektroStoffV. The supplier shall bear all costs whatsoever of an inspection of the goods performed by us if such inspection demonstrates a violation of the provisions of the ElektroStoffV.
- (3) We shall be entitled to the statutory warranty claims without any restriction whatsoever.
- (4) As soon as we notify the supplier of the defects by an instrument in writing or text form, the limitation period for warranty claims shall be suspended until the supplier rejects our claims, or declares the defect to be eliminated, or otherwise refuses to continue negotiations regarding our claims.
- (5) The supplier shall take back the delivered goods at its own expense after termination of use and dispose of them properly in accordance with the statutory provisions.

## § 7 Product liability, indemnification and liability insurance

- (1) Insofar as the supplier is responsible for personal injury or damage to property that can be attributed to a defective product supplied by the supplier, the supplier shall be obliged to indemnify us against claims for damages by third parties upon first request.
- (2) Within this scope, the supplier shall also be obliged to reimburse us for any costs whatsoever incurred in conjunction with a recall carried out by us.



- (3) The supplier undertakes to maintain product liability insurance with sufficient coverage for personal injury and property damage at the supplier's expense. Proof of insurance must be provided to us upon request prior to performance of the contract.
- (4) Further claims for damages or other claims on our part remain unaffected.

### **§ 8 Property rights**

- (1) The supplier warrants that, in conjunction with the supplier's delivery, no industrial property rights of third parties are violated in countries of the EU or other countries in which the supplier manufactures the products or has the products manufactured.
- (2) If claims are asserted against us by a third party for this reason, the supplier shall be obliged to indemnify us against such claims upon first request.
- (3) The supplier's indemnification obligation relates to all expenses necessarily incurred by us as a result of or in conjunction with such claim by a third party.
- (4) The obligation to indemnify shall not apply if the supplier is not responsible for the violation of the property right.

### **§ 9 No obligation as per Lieferkettensorgfaltspflichtengesetz (LkSG, Act on Corporate Due Diligence Obligations in Supply Chains)**

Due to not exceeding the thresholds for employees working in the domestic market, we hold that we do not fall within the scope of the LkSG.

### **§ 10 Final clause**

- (1) If our contractual partner is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from the business relationship with us or in conjunction with the business relationship with us shall be the court in charge at our registered office in Güglingen.
- (2) The legal relations between us and our supplier are subject exclusively to the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980 shall not apply.
- (3) The place of performance for both parties to the contract shall be the registered office of our company.
- (4) If a provision of the contract or in these General Terms and Conditions is invalid or unenforceable or becomes invalid or unenforceable, the validity of the remaining provisions shall not be affected. If a provision is invalid or unenforceable or if the contract or these General Terms and Conditions contain gaps in the provisions, those provisions shall be deemed to have been agreed upon which the parties to the contract would have agreed upon in view of the economic objectives of the contract and the purpose of these General Terms and Conditions if they had been aware of such invalidity or gaps.

### **Notice**

We collect and process the data of our customers necessary for the processing of the contract in compliance with the statutory provisions. Further details can be found in the data protection information available on our website.

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