

General Terms and Conditions of Purchase of the company WIKUS-Sägenfabrik Wilhelm H. Kullmann GmbH & Co. KG

§ 1 General provisions

1.1 These General Terms and Conditions of Purchase (hereinafter referred to as "GTCP") shall apply to all transactions between WIKUS-Sägenfabrik Wilhelm H. Kullmann GmbH & Co. KG (hereinafter referred to as "WIKUS") and the supplier of goods, technical equipment and machinery, systems and software, services and other items (hereinafter referred to as "Supplier") for their order and purchase by WIKUS.

1.2 By accepting and executing an order or purchase order (hereinafter "PO"), the Supplier recognizes these GPC in the version valid at the time the order is placed. The GPC can be accessed at any time on the website. Conflicting or deviating terms and conditions of the supplier shall not be recognized and shall not become part of the contract unless WIKUS agrees to their validity in writing when the contract is concluded. In the aforementioned case and in the case of specific agreements on special conditions, the GPC shall apply subordinately or in addition. The GPC shall also apply if the supplier performs the contract without reservation in the knowledge that the supplier's terms and conditions conflict with or deviate from the GPC. Acceptance of a delivery or service by WIKUS or silence in response to an order confirmation from the supplier shall not constitute automatic consent to the supplier's terms and conditions.

1.3 The Purchasing GPC shall apply to all future transactions and contracts with the supplier, even if the inclusion of the GPC is no longer expressly agreed.

1.4 All correspondence relating to the contract must be conducted with WIKUS Purchasing or the customer, quoting the GTP number.

§ 2 Conclusion of contract and written form

2.1 The conclusion of the contract and all agreements made between WIKUS and the supplier regarding the fulfillment of the contract must be made in writing. Orders must be confirmed in writing by the supplier within five working days, stating the EA number. If no confirmation is given, silence shall be deemed to constitute acceptance of the order

§ 3 Inquiry and scope of services

3.1 The supplier must check the inquiry documents technically and expressly point out any deviations to WIKUS in its offer. No remuneration shall be owed for the preparation of quotations. The content of the service shall be determined by the respective individual order. If necessary, the supplier shall prepare drawings, data and other documentation and make them available to WIKUS. In the event of ambiguities, the supplier shall be required to obtain all necessary information. The supplier shall be obliged to notify WIKUS immediately in writing of any reservations it has about the desired execution of the service/delivery and to propose any changes it considers necessary in order to meet the agreed specifications or legal requirements. In the case of an initial sample delivery, the series release must be made in writing.

3.2 The supplier shall perform its delivery or service with the utmost care, taking into account the latest state of science and technology or standards, official safety regulations and trade associations, as well as its own experience and knowledge already available or gained during the contract work. The Supplier shall, if necessary, provide information on the composition of the delivery item.

3.3 Unless otherwise agreed in advance, partial services/deliveries are not permitted. In this respect, WIKUS shall be entitled to cancel the remaining quantity.

3.4 The performance of the ordered deliveries and services by third parties requires the prior written consent of WIKUS.

3.5 WIKUS shall be entitled, within the bounds of reasonableness, to demand changes with regard to the delivery item, quantity and delivery time. The effects (e.g. additional or reduced costs, delivery dates, etc.) shall be settled by mutual agreement.

§ 4 Prices, dispatch, place of performance, terms of payment

4.1 The prices stated in the EA are net fixed prices plus statutory VAT. The price includes costs for delivery, packaging, customs duties, insurance and one-off production costs as well as inspection costs. Claims due to additional deliveries or services can only be asserted against WIKUS after prior written agreement and commissioning. Otherwise, additional claims over and above the total fixed price are excluded.

4.2 Unless another place of performance is agreed in writing in the contract, deliveries shall be made to Melsunger Str. 30, 34286 Spangenberg and shall be insured by the supplier at his own expense against incorrect loading or unloading, transport damage and theft. Each delivery must be accompanied by a delivery bill stating the EA number, the order item number and the designation including the WIKUS article numbers, the quantity and the delivery date.

4.3 Goods must be packed properly and securely to prevent damage during transportation and loading. Packaging materials must be sustainable and only used to the extent necessary to achieve the intended purpose. In addition, information on the country of origin, customs tariff number (HS code) and weight (gross/net) must be provided where applicable.

4.4 Due invoices can only be processed by WIKUS if they comply with the statutory requirements, in particular the German Value Added Tax Act (UStG), and contain the EA number shown in the order.

4.5 Unless otherwise agreed in writing, payment of the purchase price shall be due 30 days after delivery and transfer of ownership of the goods, receipt of a verifiable, proper invoice and receipt of all contractually required documents. Payment shall be made to the Supplier's business account. For this purpose, the supplier must provide appropriate bank details.

4.6 Insofar as the supplier has to provide material samples, test reports, quality documents or other contractually agreed documents, the completeness of the delivery and service also presupposes the receipt of these documents by WIKUS.

§ 5 Delivery date

5.1 The delivery date stated in the EA, which must be checked by the supplier, is binding. The delivery date shall be the date of receipt of the goods.

5.2 If circumstances arise which indicate that the agreed delivery time cannot be met, the supplier shall be obliged to inform WIKUS immediately in writing. Otherwise the supplier shall be in default without the need for a reminder.

5.3 In the event of delays in delivery by the supplier, WIKUS shall be entitled to demand a contractual penalty of 0.2 % of the order value per day of delay, but not more than 10 % of the order value. WIKUS reserves the right to claim further damages. Acceptance of a delayed delivery or service shall not constitute a waiver of claims for compensation.

§ 6 Exemption from the obligation to perform, withdrawal from the contract

6.1 Force majeure shall release the contracting parties from their performance obligations for the duration of the disruption and to the extent of its effect. The contractual partners are obliged to provide

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the necessary information without delay and to adapt their obligations to the changed circumstances within the scope of what is reasonable.

6.2 WIKUS shall be entitled to withdraw from the contract if the supplier applies for the opening of insolvency proceedings, if insolvency proceedings are opened or if the opening is rejected for lack of assets or if individual enforcement measures are carried out against the supplier. The contract may also be revoked free of charge within the period specified in § 2.1.

6.3 If the supplier does not provide the delivery or service due at all or not in accordance with the contract, WIKUS may, after the expiry of a grace period, withdraw from or terminate the contract extraordinarily and claim damages or additional costs, e.g. due to replacement procurement.

§ 7 Transfer of risk

7.1 The transfer of risk shall take place upon acceptance of the delivery by WIKUS.

7.2 The supplier shall be obliged to state the EA number on all shipping documents and delivery bills; if he fails to do so, WIKUS shall not be responsible for delays in processing.

§ 8 Warranty claims, guarantees

8.1 Warranty claims by WIKUS against the supplier in the event of material defects and defects of title shall be determined in accordance with the statutory provisions. The warranty period shall be 24 months from the transfer of risk. It shall commence after successful acceptance. If services are not provided properly, WIKUS may set a deadline for subsequent performance or withdraw from the contract, remedy the defect itself and claim damages. All costs incurred due to the rectification of defects, including consequential costs due to third-party claims, shall be borne by the supplier.

8.2 The supplier guarantees that the goods and deliveries comply with the applicable statutory regulations and provisions. In particular, the provisions of the RoHS Directive, the applicable Packaging Ordinance, the Electrical and Electronic Equipment Act (ElektroG), the EU Chemicals Regulation REACH and the Battery Ordinance must be complied with and implemented. The supplier warrants that it will not use any conflict minerals from the Democratic Republic of Congo or neighboring countries.

8.3 The supplier undertakes to comply with the Code of Conduct for Suppliers available on the WIKUS website.

§ 9 Liability

9.1 The supplier shall be liable within the scope of the statutory provisions.

9.2 Insofar as the supplier is responsible for product damage, he shall be obliged to indemnify WIKUS on first demand against claims for damages by third parties insofar as the cause lies within his sphere of control and organization and he himself is liable in relation to third parties. The obligation to indemnify shall also apply to all expenses which WIKUS necessarily incurs from or in connection with claims asserted by a third party, including the costs of legal representation. The supplier must insure himself against these risks to an appropriate extent.

§ 10 Ownership, provision of materials

10.1 If WIKUS supplies or provides substances and materials, these shall remain the property of WIKUS. Processing or transformation by the supplier shall be carried out for WIKUS.

§ 11 Industrial property rights and confidentiality

11.1 The supplier shall be obliged to maintain secrecy with regard to all documents, information and personal data received from WIKUS. They may only be disclosed to third parties with express consent. The confidentiality obligation shall continue to apply even after the contract has been completed or has failed. In the event of a breach of these obligations or infringements of property rights and copyrights, WIKUS may demand immediate surrender and claim damages. Products manufactured according to WIKUS documents may neither be used by the supplier himself nor offered or sold to third parties.

11.2 The conclusion of the contract shall be treated confidentially. The conclusion of the contract with WIKUS may only be referred to in the supplier's advertising materials or press releases with the supplier's written consent. WIKUS and the supplier undertake to treat all commercial or technical details which are not in the public domain and which become known to them through the business relationship as business secrets. Third parties used by the supplier to fulfill the contract shall be bound accordingly.

11.3 The supplier guarantees WIKUS that no rights of third parties are infringed in connection with his delivery. Should WIKUS be held liable by a third party in this respect, the supplier shall be obliged to indemnify WIKUS immediately on first demand against all resulting claims and to defend WIKUS against such claims.

§ 12 Final provisions

12.1 The law of the Federal Republic of Germany shall apply.

12.2 Subsidiary agreements, amendments or supplements to the GCP must be made in writing to be effective, as must the waiver of the written form requirement. The written form requirement within the meaning of these Purchasing GPC shall also be met by e-mail.

12.3 The place of performance is Spangenberg. The place of jurisdiction for disputes arising from or in connection with the contractual relationship between WIKUS and the supplier shall be Spangenberg, provided that the contractual partner is a merchant, a legal entity under public law or a special fund under public law.

12.4 Should any provision of these Purchasing GPC be or become invalid, this shall not affect the validity of the remaining provisions.