

General TERMS AND CONDITIONS OF PURCHASE (01/2025)

Keramischer OFENBAU GmbH

Acceptance of the order shall be subject to acceptance of our Terms and Conditions of Purchase. Deviating terms of delivery are only valid if they have been confirmed in writing by our purchasing department. If deviating terms and conditions are contained in letters of confirmation, they are hereby rejected. Execution of our contract shall be deemed to constitute acceptance of our Terms and Conditions of Purchase.

1. Conclusion of contract

- (1) Offers are free of charge and non-binding for us. A contract is only concluded with our written acceptance. Only orders placed in writing are valid. The prices are fixed prices.
- (2) Acceptance of the order must be confirmed to us immediately. The order placed may be cancelled by us if we do not receive the written confirmation of acceptance within 8 days. The confirmation shall be deemed to be an acknowledgement of our terms and conditions unless a deviation is expressly requested in the written - but not in the printed - wording of the letter of confirmation. Any deviations from our description of the item to be delivered must be expressly confirmed in writing.
- (3) We may cancel the order at any time without giving reasons. In this case, the Contractor may demand a portion of the remuneration corresponding to the work performed and reimbursement of expenses not included in the remuneration.

2. Deliveries and services

- (1) The delivery must be made exactly in accordance with our order. Any excess or short deliveries must be agreed in advance. The items ordered shall be executed exactly in accordance with the specifications in the order and in accordance with the latest state of the art. If our specifications in the order do not correspond to the latest state of the art, the contractor must point this out without being asked.
- (2) The agreed delivery date must be adhered to under all circumstances. Calendar delivery dates shall be deemed fixed dates. As soon as the Contractor anticipates that it will not be able to meet agreed deadlines or dates, it must notify us immediately in writing, stating the reasons and the expected duration of the delay. Irrespective of the Contractor's fault, we shall be entitled to withdraw from the contract in any case in which the delivery deadline is exceeded. If we are unable to accept delivery in the event of strike, lockout, operational disruptions or other cases of force majeure, we shall be entitled to withdraw from the contract in whole or in part or to demand performance at a later date. No claims can be derived from this against us. We reserve the right to assert further claims to which we are entitled by law.
- (3) In the event of a delay in delivery, we shall be entitled to demand liquidated damages for delay in the amount of 1% of the delivery value per completed week, but not more than 10%. We reserve the right to assert further statutory claims. The supplier shall have the right to prove to us that no damage or significantly less damage has been incurred as a result of the delay.
- (4) The goods delivered to us shall become our unrestricted property upon payment. We do not recognise any further reservations of title by the contractor or third parties.
- (5) The supplier must submit an order confirmation, a delivery note and an invoice. If these documents do not show our order, item and other article numbers, these documents shall be deemed not to have been issued. If we incur costs as a result of the defective delivery of the subject matter of the contract, in particular transport, travel, labour, material costs or costs for an incoming goods inspection exceeding the usual scope, the supplier shall bear the costs.
- (6) The production documents, drawings, models and other information provided to the contractor shall be entrusted to him as our property exclusively for the fulfilment of our orders. They must be returned after completion of the work. The contractor is not authorised to use these documents as a basis for a delivery to third parties, just as he is also prohibited from fulfilling any requests from third parties for the delivery of parts of our origin and these requests are to be referred to us. If the supplier has to produce a redrawing according to our production documents in order to fulfil our order, he is only permitted to do so on condition that the redrawing bears the clear note "Design of Keramischer OFENBAU GmbH, Hildesheim". Passing on the production documents or redrawing to third parties in the original or by duplication is only permitted if it is necessary for the fulfilment of the contract. If our production documents given to the Contractor are used by him or by third parties without authorisation, the Contractor shall pay us a contractual penalty in the amount of the sales price of the items manufactured according to the documents, subject to the assertion of higher claims for damages. The Contractor shall pass on this obligation to its subcontractors in the same way when placing any orders. The Contractor shall be jointly and severally liable with its subcontractors for any infringements of our rights. Furthermore, we are entitled to withdraw from all our orders and to hold the contractor liable for all resulting damages if he or his subcontractors violate our interests by unauthorised disclosure of production documents, unauthorised reproduction and distribution of parts of our origin. The contractor shall be liable for damage to and loss of our drawings, models, tools and other items provided to the contractor for the fulfilment of the order.
- (7) The place of fulfilment for delivery and performance is the place of receipt specified in the order.

3. Spare parts

- (1) The supplier is obliged to keep spare parts for the delivered products in stock for a period of at least five years after delivery.
- (2) If the supplier intends to discontinue the production of spare parts for the products delivered to the purchaser, he shall inform us immediately after the decision on the discontinuation. This decision must be made at least three months before production is discontinued.

4. Warranty

- (1) The Supplier warrants that the delivered items or equipment are free from patent and other industrial property rights of third parties and that the provisions made by law, the supervisory authorities, professional associations and other relevant institutions are complied with in his services. If the supplier is informed of the destination when the order is placed, he shall also be liable for compliance with the patent and other industrial property rights and statutory provisions applicable in the third country.
- (2) Without prejudice to any further claims for compensation, the Contractor shall provide a warranty for quality and prescribed workmanship in such a way that all defects occurring within the warranty period shall be rectified immediately and free of charge. Defective parts shall be replaced. If defects are not remedied even after rectification, we shall be entitled, at our discretion, either to reduce the contract price or to return the item against reimbursement of the contract price. Furthermore, in the event of improper rectification or in the event that the contractor is in default with the rectification, we shall be entitled to have the rectification carried out at the contractor's expense.
- (3) The warranty extends to the reimbursement of any replacement and ancillary costs as well as compensation for all damages incurred by us as a result of the defective delivery.
- (4) The warranty period is 12 months from the date of commissioning of the delivered item or the system in which we have installed the delivered item. The warranty period ends no later than 2 years after delivery by the contractor. For objects that are firmly connected to the ground, the warranty period is 5 years from the date of connection or installation. This period ends no later than 6 years after delivery by our contractor. The limitation period shall be interrupted by any rectification work.
- (5) Defects shall be notified by us without delay as soon as they are discovered in the ordinary course of business. In order to preserve our rights arising from the notification of defects, it shall be sufficient if the notification of defects is sent by us within 10 days of discovery of the defect.
- (6) The Contractor shall also be liable for hidden defects that were not obviously recognisable at the time of our acceptance and quality control.

5. Industrial property rights

- (1) If third-party industrial property rights or copyrights are affected by the execution of the order, the Contractor shall be obliged to obtain the necessary licences at its own expense.
- (2) The Contractor irrevocably authorises the unrestricted, free use of its own property rights and copyrights in connection with the subject matter of the contract. This also applies to plans, drawings, etc. which we may make available to third parties if repairs, modifications or renewals of the subject matter of the contract make this necessary.
- (3) If inventions are made by the Contractor in the course of executing the order, we shall have the right to utilise them without restriction and free of charge.

6. Exemption

The Contractor shall indemnify us against all third-party claims, irrespective of their legal basis, including such claims arising from manufacturer's liability, insofar as these claims are based on actions of the Contractor or one of its subcontractors.

7. Payments

- (1) Unless otherwise agreed, we will pay after 10 working days with 3 % discount or after 60 working days strictly net from receipt of invoice in means of payment of our choice.
- (2) Insofar as material orders and advance payments are made by us, these shall be deemed to be a down payment and shall remain our property until the consideration is received.
- (3) The place of fulfilment for payments is Hildesheim.
- (4) We are entitled to offset counterclaims. This shall also apply to claims we have against companies affiliated with the Contractor. The Contractor undertakes to obtain the consent of these affiliated companies in this respect and to ensure internal offsetting.

8. Assignment and seizure

Assignments and seizures of claims from deliveries and services require our express consent.

9. Place of jurisdiction and applicable law

Hildesheim is agreed as the place of jurisdiction. German law shall apply in the event of disputes. Should individual parts of these General Terms and Conditions of Purchase be cancelled by law or individual contract, this shall not affect the validity of the remaining provisions