

GVA Leistungselektronik GmbH, Boehringer Straße 10-12, D-68307 Mannheim

Valid from: 1 October 2025

1. General information (“Allgemeines”), scope (“Geltungsbereich”)

- 1.1 The following General Terms and Conditions of Purchase (hereinafter referred to as "Terms and Conditions of Purchase") apply to all deliveries, services and offers provided by our Suppliers and contractors (hereinafter referred to as "Supplier") to GVA Leistungselektronik GmbH (hereinafter referred to as "we,"us","our").
- 1.2 Our own deliveries and services are governed exclusively by our separate General Terms and Conditions of Sale and Delivery.
- 1.3 Any deviating terms and conditions of our Suppliers or third parties shall not apply, even if we do not expressly object to their validity in individual cases. Our Terms and Conditions of Purchase shall also apply if we accept deliveries or services without reservation in the knowledge of conflicting or deviating terms and conditions of the Supplier. If we have communicated the Terms and Conditions of Purchase to the Supplier within the framework of an ongoing business relationship, these shall also apply in their currently valid version to future orders, even if they are not expressly included again when the orders are placed.
- 1.4 These Terms and Conditions of Purchase apply exclusively to entrepreneurs (“Unternehmer”), legal entities under public law (“juristische Personen des öffentlichen Rechts”) or special funds under public law (“öffentlich-rechtliche Sondervermögen”) within the meaning of Section 310 (1) of the German Civil Code (BGB). An entrepreneur is any natural or legal person or partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of their commercial or independent professional activity.

2. Conclusion of contract (“Vertragsschluss”)

- 2.1 Before submitting an offer, the Supplier is obliged to carefully examine the offer we have set, including all requirements, and to obtain any additional information from us that may be necessary.
- 2.2 All agreements between us and the Supplier in relation to the respective contract shall be based exclusively on our written order and these Terms and Conditions of Purchase. There shall be no verbal side agreements.
- 2.3 Quotations from the Supplier are always free of charge for us. If a quotation deviates from our enquiry, the Supplier must expressly and unambiguously point out this deviation to us.
- 2.4 Each order must be confirmed in writing, repeating our complete order details. If we do not receive such confirmation within five working days of the order date, we shall be entitled to cancel the order.
- 2.5 Late acceptance (“verspätete Annahme”) by the Supplier shall be deemed a new offer and requires our express acceptance.

3. Delivery time (“Lieferzeit”) and delay in delivery (“Lieferverzug”)

- 3.1 The delivery or service must be provided on the contractually agreed delivery date. Any delivery or service period agreed between the parties shall commence on the date of our order. All deadlines (“Fristen”) are binding and must be strictly adhered to.
- 3.2 The Supplier is obliged to inform us immediately in writing if it is likely that it will not be able to meet the agreed delivery times for any reason whatsoever.
- 3.3 Early deliveries or services are only permitted with our prior consent; otherwise, we are entitled to reject them. The same applies to partial deliveries (“Teillieferung”). In such cases, we are entitled to return the delivery or service at the Supplier's expense and risk or to store it with third parties. In the event of early delivery, we also reserve the right to make payment only on the originally agreed due date.
- 3.4 If the date on which the delivery must be made at the latest can be determined precisely on the basis (“kalendergenau”) of the contract, the Supplier shall be in default without further reminder upon expiry of this date.

- 3.5 If the Supplier fails to deliver or perform, fails to do so within the agreed delivery period or is in default, our rights shall be governed by the statutory provisions, including the right of withdrawal (*"Rücktrittsrecht"*) and the claim for damages in lieu of performance (*"Schadenersatz statt der Leistung"*) after the expiry of a reasonable grace period (*"angemessene Nachfrist"*).
- 3.6 In the event of default (*"Verzugsfall"*), we shall also be entitled, after the expiry of a reasonable grace period (*"angemessene Nachfrist"*) set by us without result, to have the service not performed by the Supplier, but have it carried out by a third party at the Supplier's expense.
- 3.7 If the Supplier is in default (*"Verzug"*), we shall be entitled to demand a contractual penalty (*"Vertragsstrafe"*) of 0.3% for each working day (*"Werktag"*) of the delay, up to a maximum of 5% of the respective net final payment price (*"Nettoschlusszahlungspreis"*); we reserve the right to claim further damages. The contractual penalty shall be offset (*"angerechnet"*) against the damage caused by the delay to be compensated by the Supplier.
- 3.8 If we accept the delayed performance or delivery (*"Nehmen wir die verspätete Leistung an"*), this does not constitute a waiver of any claims for compensation to which we may be entitled. In this case, we shall assert the contractual penalty at the latest with the final payment (*"Schlusszahlung"*).
- 3.9 If we are wholly, partially or temporarily prevented from accepting the Supplier's delivery or service due to force majeure (*"Höhere Gewalt"*), we shall not be held responsible for this. During this period of the hindrance, we shall be released from any obligation or duty to accept delivery (*"Annahmepflicht"*) and shall not be liable for any damages resulting therefrom. We shall inform the Supplier immediately of the beginning and end of such circumstances.
- Events of force majeure include, but are not limited to: war (*"Krieg"*), war-like conditions (*"kriegsähnliche Zustände"*), revolution (*"Revolution"*), coup d'état (*"Putsch"*), uprising (*"Aufstand"*), natural disasters (*"Naturkatastrophen"*), unrest (*"Unruhen"*), strikes (*"Streiks"*), lockouts (*"Aussperrungen"*), blockades (*"Blockaden"*), epidemics (*"Epidemien"*), pandemics (*"Pandemien"*) or other outbreaks of disease (*"sonstige Ausbrüche von Krankheiten"*) and epidemics (*"sonstige Ausbrüche von Seuchen"*), official orders or restrictions (e.g. production restrictions, embargoes) (*"Staatliche Eingriffe oder Beschränkungen"*), plant closures due to official orders or as a result of a massive loss of personnel (e.g. due to illness or quarantine measures) (*"infolge eines massiven Ausfalls in der Belegschaft (z.B. aufgrund von Krankheit oder Quarantänemaßnahmen)"*), government intervention or restrictions (*"Staatliche Eingriffe oder Beschränkungen"*), significant energy crises (*"erhebliche Energiekrisen"*), prolonged interruptions to critical infrastructure (e.g. electricity, water, communication networks) (*"längerfristige Unterbrechungen kritischer Infrastruktur (z.B. Strom-, Wasser-, Kommunikationsnetze)"*) and serious IT failures or cyber-attacks (*"schwerwiegende IT-Ausfälle oder Cyberangriffe"*), insofar as their occurrence and effects on the fulfilment of the contract cannot be prevented by reasonable measures (*"zumutbare Maßnahmen"*).

4. Service (*"Leistung"*), delivery (*"Lieferung"*), transfer of risk (*"Gefahrenübergang"*), default of acceptance (*"Annahmeverzug"*)

- 4.1 The place of performance (*"Erfüllungsort"*) for the deliveries (*"Lieferungen"*) or services (*"Leistungen"*) to be provided by the Supplier is the receiving point (*"Empfangsstelle"*) or delivery address (*"Lieferanschrift"*) specified by us. If the destination (*"Bestimmungsort"*) is not specified and nothing else has been agreed, delivery shall be made to our registered office in Mannheim. The respective destination is also the place of performance (*"Bringschuld"*).
- 4.2 Each delivery must be accompanied by verifiable delivery notes (*"Lieferschein"*) containing the date of issue and dispatch, the delivery contents (item number and quantity) and our order identification (date and order number). The Supplier shall be liable for all consequences of non-compliance with this obligation, unless the Supplier can prove that he is not at fault.
- 4.3 In the case of drop shipments (*"Streckengeschäft"*), a detailed shipping notice (*"Versandanzeige"*) or a copy of the delivery note (*"Lieferschein"*) with the same content must be sent to us in good time. Delivery notes (*"Lieferscheine"*) and shipping notices (*"Versandanzeigen"*) must not contain any pricing data.
- 4.4 The risk of accidental loss and accidental deterioration of the goods (*"Gefahr des zufälligen Untergangs und der zufälligen Verschlechterung"*) shall pass to us upon handover (*"Übergabe"*) at the place of performance (*"Erfüllungsort"*). If acceptance (*"Abnahme"*) has been agreed, this shall be decisive for the transfer of risk (*"Gefahrenübergang"*). In all other respects, the statutory provisions of the law on contracts for work and services (*"gesetzliche Vorschriften des Werkvertragsvertragsrechts"*) shall apply mutatis mutandis in the event of acceptance (*"Abnahme"*). Handover (*"Übergabe"*) or acceptance (*"Abnahme"*) shall be deemed to have taken place if we are in default of acceptance.

- 4.5 The Supplier is not entitled to have the service owed by him performed by third parties (e.g. subcontractors) without our prior written consent.

5. Export control and customs ("*Exportkontrolle und Zoll*"), Supplier declarations ("*Lieferanten-erklärungen*"), proofs of origin ("*Ursprungsnachweise*")

- 5.1 The Supplier is obliged to inform us in its business documents of any licensing requirements for (re-)exports of its delivered goods in accordance with German, European and US export and customs regulations as well as the export and customs regulations of the country of origin of its goods. To this end, the Supplier shall provide the following information at least in its quotations, order confirmations and invoices for the relevant goods items and shall provide us with the following documents immediately, without request and free of charge:
- a, Export restrictions in accordance with Regulation (EU) 2021/821 (Dual-Use Regulation) in its current version or in accordance with the appendix "Ausfuhrliste" of the German Foreign Trade Regulation (AWV),
 - b, the Export Control Classification Number (ECCN) in accordance with the U.S. Commerce Control List, if the goods are subject to the U.S. Export Administration Regulations (EAR).
 - c, the statistical commodity code in accordance with the current list of goods for foreign trade statistics ("*Außenhandelsstatistik*"),
 - d, the country of origin (non-preferential origin) and
 - e, Supplier's declarations on preferential origin (single SD or long-term SD) in accordance with the applicable customs regulations (e.g. Regulation (EC) No 1207/2001), provided that deliveries are made from Germany or other EU countries, for the purpose of providing evidence to customs, in particular for proof of preference (e.g. EUR.1, EUR-MED).
- Compliance with these obligations constitutes an essential contractual obligation ("*wesentliche Vertragspflicht*").
- 5.2 If the Supplier delivers goods that are subject to export control, he is obliged to provide us immediately with all further documents and information required for the application for a licence.
- 5.3 The Supplier shall indemnify us against all costs and claims by third parties arising from inaccurate, incomplete or incorrect origin documents or origin information.
- 5.4 The Supplier is responsible for obtaining all necessary official export licences ("*Ausfuhr-genehmigungen*"), permits ("*Bewilligungen*"), approvals ("*Zustimmungen*") and clearances ("*Frei-gaben*") at its own expense in good time ("*rechtzeitig*") to ensure timely delivery of the goods.

6. Prices ("*Preise*") and terms of payment ("*Zahlungsbedingungen*")

- 6.1 Unless otherwise agreed, the agreed prices are fixed prices ("*Festpreise*") and include freight ("*Fracht*"), packaging ("*Verpackung*") and all other ancillary costs ("*sämtliche Nebenkosten*") free to the receiving point ("*Empfangsstelle*") or delivery address ("*Lieferanschrift*") specified by us. Price increases ("*Preiserhöhungen*") – for whatever reason – will only be recognised ("*anerkannt*") if an express agreement ("*ausdrückliche Vereinbarung*") has been made to this effect, even in the case of long-term supply contracts ("*Dauerlieferverträge*"). All prices include statutory value added tax (VAT) ("*gesetzlich geschuldete Mehrwertsteuer*"), unless this is shown separately. Additional surcharges, in particular for tolls ("fuel or energy, will not be reimbursed separately).
- 6.2 Unless otherwise agreed in individual cases, the price includes all services and ancillary services provided ("*alle Leistungen und Nebenleistungen*") by the Supplier (e.g. assembly, installation) ("*z.B.: Montage, Einbau*") as well as all ancillary costs ("*sämtlichen Nebenkosten*") (e.g. proper packaging, transport costs including any transport and liability insurance, travel expenses, provision of tools, allowances) ("*z.B. ordnungsgemäße Verpackung, Transportkosten, einschließlich eventueller Transport- und Haftpflichtversicherung, Reisekosten, Bereitstellung von Werkzeugen, Auslöse*"). The Supplier shall take back packaging material ("*Verpackungsmaterial*") at our request.
- 6.3 Invoices must be sent immediately after dispatch of the goods ("*Versand der Waren*") for each order separately and stating the order number by email to einkauf@gva-power.de or to our administrative headquarters in Mannheim. Invoices must comply with the requirements of § 14 UStG (German Value Added Tax Act).
- 6.4 Unless otherwise agreed, payments shall be made within 30 calendar days of delivery and performance or acceptance ("*Abnahme*") of the service and receipt of the invoice, net without deduction ("*netto ohne Abzüge*"), or within 14 calendar days with a 3% discount ("*Skonto*"). The discount shall

be calculated on the invoice amount including VAT. The deadlines ("*Fristen*") begin with receipt of the invoice or, if the delivery or service arrives after the invoice, with acceptance of the complete delivery ("*Lieferung*") or service ("*Leistung*") without complaint ("*mit beanstandungsfreier Annahme der vollständigen Lieferung oder Leistung*"), but in no case before the agreed date of receipt of goods ("*vereinbarter Wareneingangstermin*"). In the case of bank transfers ("*Banküberweisungen*"), payment shall be deemed to have been made on time if our transfer order ("*Überweisungsauftrag*") is received by our bank before the expiry of the payment period ("*Zahlungsfrist*"); we accept no responsibility for delays caused by banks involved in the payment process.

- 6.5 The statutory provisions ("*gesetzliche Vorschriften*") shall apply to the occurrence of our default ("*Eintritt unseres Verzugs*"). The default interest rate is 5 percentage points above the base rate per annum ("*Der Verzugszins beträgt jährlich 5 Prozentpunkte über dem Basiszinssatz*").
- 6.6 We are entitled to set-off and retention rights ("*Aufrechnungs- und Zurückbehaltungsrechte*") as well as the defence of non-performance of the contract ("*Einrede des nicht erfüllten Vertrags*") to the extent permitted by law. In particular, we are entitled to withhold due payments as long as we still have claims ("*Ansprüche*") against the Supplier for incomplete or defective deliveries or services ("*Ansprüche aus unvollständigen oder mangelhaften Lieferungen oder Leistungen Gegen den Lieferanten*").

7. Retention of title ("*Eigentumsvorbehalt*")

- 7.1 We accept simple retention of title ("*einfacher Eigentumsvorbehalt*") for the deliveries made by the Supplier. This excludes all other forms of retention of title, in particular extended retention of title ("*erweiterter Eigentumsvorbehalt*"), transferred retention of title ("*weitergeleiteter Eigentumsvorbehalt*") and retention of title extended to further processing ("*auf die Weiterverarbeitung verlängerter Eigentumsvorbehalt*"). Other forms of security ("*Sicherungsformen*") shall only apply with our express consent.
- 7.2 Any processing, mixing or combining (further processing) of items ("*Verarbeitung, Vermischung oder Verbindung (Weiterverarbeitung)*") provided by the Supplier shall be carried out on our behalf. The same shall apply to further processing ("*Weiterverarbeitung*") of the delivery by us, so that we shall be deemed the manufacturer ("*Hersteller*") and shall acquire ownership of the product ("*Eigentum am Produkt*") at the latest upon further processing ("*Weiterverarbeitung*") in accordance with the statutory provisions.

8. Claims for defects ("*Mängelansprüche*") – assertion and limitation period ("*Geltendmachung und Verjährung*")

- 8.1 The statutory provisions (Sections 377, 381 of the German Commercial Code (HGB)) apply to the commercial inspection ("*Untersuchungspflicht*") and notification obligations ("*Rügepflicht*"), with the following provision: Our obligation to inspect ("*Untersuchungspflicht*") is limited to defects ("*Mängel*") that become apparent during our incoming goods inspection, including an external examination and the delivery documents, as well as during our quality control in random sampling (e.g. transport damage, incorrect or short delivery). If acceptance ("*Abnahme*") has been agreed, there is no obligation to inspect ("*Untersuchungspflicht*"). In all other respects, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case.
- 8.2 The notice of defects ("*Mängelrüge*") shall be deemed to have been given immediately ("*unverzüglich*") and in good time ("*rechtzeitig*") if it is sent to the Supplier within 7 working days of delivery to the destination specified by us or, in the case of hidden defects ("*verborgene Mängel*"), within 10 working days of discovery of the defect. "Working days" ("*Werktage*") within the meaning of this provision are all calendar days from Monday to Saturday, with the exception of national public holidays ("*bundeseinheitliche Feiertage*"). If the Supplier has fraudulently concealed the defects in the goods ("*arglistig verschwiegen*"), he cannot invoke a lack of notice of defects.
- 8.3 In the event of material defects ("*Sachmängel*") and defects of title ("*Rechtsmängel*") in the deliveries and services – including incorrect and short deliveries ("*Falsch- und Mindermengenlieferung*"), improper assembly ("*unsachgemäße Montage*") and defective assembly ("*mangelhafte Montage*"), operating or user manuals ("*Betriebs- oder Bedienungsanleitung*") – as well as in the event of other breaches of duty by the Supplier, we shall be entitled to the full statutory claims for defects. In any case, we shall be entitled to demand, at our discretion, either rectification of the defect ("*Mangelbeseitigung*") or replacement delivery ("*Ersatzlieferung*"). The Supplier shall bear all expenses necessary for the purpose of rectifying the defect or replacement delivery, in particular transport

- (*Transportkosten*), travel (*Wegekosten*), labour (*Arbeitskosten*) and material costs (*Materialkosten*).
- 8.4 If the Supplier fails to fulfil its obligation to repair or replace the goods within a reasonable period set (*angemessene Frist*) by us, or if it does so only inadequately, or if immediate rectification of the defect is necessary for urgent reasons (*sofortige Mangelbeseitigung notwendig*), we shall be entitled to rectify the defects ourselves or have them rectified by third parties at the Supplier's expense, or to make covering purchases at the Supplier's expense.
The right to compensation – in particular compensation in lieu of performance – is expressly reserved. It shall not be necessary to set a deadline (*Frist*) if the Supplier seriously and definitively refuses to remedy the defect (*Mangelbeseitigung*) or if there are special circumstances (*besondere Umstände*) which, after weighing up the interests of both parties, justify immediate recourse (*sofortiger Rückgriff*).
- 8.5 The Supplier shall be liable in particular for ensuring that the delivered goods have the agreed quality (*vereinbarte Beschaffenheit*) within the meaning of Section 434 (2) of the German Civil Code (BGB) at the time of transfer of risk (*Gefahrenübergang*). In any case, the agreed quality shall be deemed to be those product descriptions (*Produktbeschreibungen*), technical specifications (*technische Spezifikationen*) or other characteristics (*sonstige Merkmale*) which – in particular by designation or reference in our order – are the subject matter of the respective contract or have been incorporated into the contract in the same way as these Terms and Conditions of Purchase.
If no express agreement on quality (*ausdrückliche Beschaffenheitsvereinbarung*) has been made, the goods must meet the objective requirements of Section 434 (3) of the German Civil Code (BGB), in particular be suitable for normal use (*für die gewöhnliche Verwendung geeignet*) and have a quality that is customary for items of the same type (*Beschaffenheit aufweisen, die bei Sachen derselben Art üblich ist*) and that the buyer can expect based on the type of item (*die der Käufer nach der Art der Sache erwarten kann*).
The deliveries and services must also comply with the general rules of technology (*Stand der allgemeinen Regeln der Technik*) applicable at the time of delivery or already foreseeable at that time, as well as all relevant statutory protection regulations, technical testing regulations (*technische Prüfbestimmungen*) and accident prevention regulations (*Unfallverhütungsvorschriften*). In particular, the relevant DIN standards must be observed. The Supplier shall also be responsible for the quality of the materials (*Güte des verwendeten Materials*) used, the professional design (*fachgerechte Konstruktion*) and the faultless execution (*mangelfreie Ausführung seiner Lieferungen und Leistungen*) of its deliveries and services.
- 8.6 Our claims for defects shall become time-barred (*verjähren*) as follows:
- a, a service on a building (*Bauwerk*) or a work whose success consists in the provision of planning and/or monitoring services for this (*Planungs- und/oder Überwachungsleistungen*), in 6 years from acceptance (*Abnahme*) of the work;
 - b, an item that has been used for a building in accordance with its normal use (*Sache die entsprechend ihrer üblichen Verwendungsweise für ein Bauwerk verwendet worden ist*) and has caused its defectiveness (*Mangelhaftigkeit*), within 6 years of delivery;
 - c, otherwise, within 3 years of delivery (*Lieferung*) or acceptance of the service (*Abnahme der Leistung*).
- 8.7 If the Supplier fulfils its obligation to remedy the defect (*Nacherfüllungspflicht*) by delivering a replacement (*Ersatzlieferung*), the limitation period (*Verjährungsfrist*) for the replacement goods shall commence anew upon delivery of said replacement good, unless the Supplier has expressly and correctly reserved the right to make the replacement delivery only as a gesture of goodwill (*Kulanz*), to avoid disputes or in the interests of maintaining the supply relationship.
- 8.8 For goods whose handling is not or not yet generally known (*Waren, deren Handhabung nicht oder nicht allgemein bekannt ist*), the Supplier shall, without special request, provide complete assembly and/or operating instructions (*vollständige Montage- und/oder Betriebsanleitung*) separately and stating our order number at the latest upon delivery. The respective instructions (*Anleitung*) must comply with the legal requirements – in particular Section 434 (2) sentence 2 no. 2 and (4) of the German Civil Code (BGB) – and be written in German. If the instructions are not provided in a timely (*fristgerecht*) and proper (*ordnungsgemäße*) manner, the Supplier shall be liable for all damages that would not have occurred if these documents had been provided.

9. Property rights (“*Schutzrechte*”), confidentiality (“*Geheimhaltung*”)

- 9.1 The Supplier warrants that no domestic or foreign industrial property rights (“*gewerbliche Schutzrechte*”) or other rights of third parties (“*sonstige Rechte Dritter*”) are infringed in connection with its deliveries (“*Lieferung*”) and services (“*Leistung*”). In the event of such an infringement, the Supplier shall indemnify (“*freistellen*”) us against all claims by third parties asserted against us in connection with the delivery (“*Lieferung*”) or service (“*Leistung*”). The Supplier is also obliged to reimburse us (“*Kostenerstattung*”) for all necessary expenses (“*notwendige Aufwendungen*”) incurred in this connection, including reasonable legal costs.
In the event of an infringement of property rights (“*Schutzrechtsverletzung*”), the Supplier shall, at its own expense, either immediately obtain the necessary rights of use or modify or replace the delivery or service in such a way that no third-party property rights are infringed, without this affecting the agreed quality or the contractually owed use.
- 9.2 All order documents (“*Bestellunterlagen*”), drawings (“*Zeichnungen*”), models (“*Modelle*”), samples (“*Muster*”) and other documents or items that we make available to the Supplier remain our property (“*Eigentum*”). They may not be passed on to third parties or used for the Supplier's own purposes without our express written consent. The Supplier shall protect these documents and items against unauthorised access or use and, unless otherwise agreed, shall return them to us in proper condition at the latest upon delivery.
There is no right of retention (“*Zurückbehaltungsrecht*”); this also applies to all copies (“*Kopien*”), reproductions (“*Reproduktionen*”) and replicas (“*Nachbildungen*”). These documents and items must be kept confidential (“*geheimzuhalten*”) from third parties; the confidentiality obligation shall continue to apply even after termination of the contractual relationship and shall only expire if and to the extent that the knowledge contained in the documents provided has become generally known (“*allgemein bekanntes Wissen*”).
- 9.3 All technical data (“*technischen Daten*”) and other non-public commercial and technical information (“*nicht offenkundige kaufmännische und technische Informationen*”) that become known to the Supplier in the course of the business relationship with us must be treated confidentially and kept secret by the Supplier as trade secrets (“*Geschäftsgeheimnis*”) within the meaning of the Trade Secrets Act (“*Geschäftsgeheimnisgesetz*”). They may only be used for the performance of the contractually agreed services and may only be made available to those employees (“*Mitarbeiter*”) or other vicarious agents (“*Erfüllungsgehilfe*”) whose cooperation is necessary for the proper performance of the contract and who have been bound to confidentiality (“*Geheimhaltung*”) to the same extent.
- 9.4 If tools (“*Werkzeuge*”), drawings (“*Zeichnungen*”) or other production resources (“*Fertigungsmittel*”) are produced by the Supplier on our behalf and at our expense, it is agreed that these items shall become our property (“*Eigentum*”) immediately after production (“*Herstellung*”). In the event of only partial cost sharing (“*teilweiser Kostenbeteiligung*”), we shall acquire co-ownership (“*Miteigentum*”) in proportion to our share of the costs. The Supplier shall be revocably entitled to store these items for us free of charge, properly (“*ordnungsgemäß*”) and carefully (“*sorgfältig*”). We shall receive all exclusive rights of use to these items for our sole use (“*alleinige Urhebernutzungsrechte*”), unrestricted in terms of space (“*räumlich*”), time (“*zeitlich*”) and content (“*inhaltlich*”), insofar as such rights arise. A separate agreement shall be concluded on the specific conditions of the transfer of rights (“*Rechteübertragung*”).
The Supplier is not entitled to use these items beyond the scope of the order (“*Auftragsumfang*”) without our consent. The Supplier must mark (“*kennzeichnen*”) the items clearly and permanently in such a way that our ownership (“*Eigentum*”) or co-ownership (“*Miteigentum*”) is also recognisable to third parties.
- 9.5 Subcontractors (“*Unterdienstleister*”) shall be obliged to comply accordingly.
- 9.6 Suppliers may only advertise the business relationship with our prior written consent.

10. Producer liability (“*Produzentenhaftung*”), quality assurance (“*Qualitätssicherung*”)

- 10.1 If claims (“*Ansprüche*”) are made against us under product liability law (“*Produkthaftungsrecht*”) due to a product defect (“*Produktfehler*”) in the goods delivered by the Supplier, or if we incur damage (“*Schaden*”) in any other way in connection with the delivery of such defective goods (“*fehlerhafte Ware*”) – in particular as a result of a recall (“*Rückruf*”) – the Supplier shall indemnify (“*freistellen*”) us against all third-party claims, insofar as the damage is based on a defect (“*Fehler*”) in the delivery (“*Lieferung*”) or service (“*Leistung*”) for which the Supplier is responsible.
- 10.2 The indemnification claim (“*Freistellungsanspruch*”) also includes all costs incurred in this connection, in particular the costs of legal action (“*Rechtsverfolgung*”), defensive measures (“*Abwehrmaßnahmen*”) and the costs of a recall campaign (“*Rückrufaktion*”), even if carried out only as a precautionary

- measure (“*vorsorglich durchgeführt*”). In order to secure (“*Sicherung*”) the indemnification obligation (“*Freistellungsverpflichtung*”) assumed, the Supplier is obliged, as far as technically possible, to permanently mark the items delivered by him in such a way that they are identifiable as his products.
- 10.3 The Supplier is obliged to establish (“*einzurichten*”), maintain (“*aufrechtzuerhalten*”) and continuously improve (“*fortlaufend zu verbessern*”) a state-of-the-art quality assurance system (“*Qualitätssicherung nach dem neuesten Stand der Technik*”) appropriate to the type and scope of the delivery or service. Complete and traceable documentation must be kept for all quality-relevant data.
- 10.4 In the event of a product recall (“*Produktrückrufs*”) or other defensive measures (“*Abwehrmaßnahmen*”), the Supplier shall provide us with immediate (“*unverzüglich*”), comprehensive (“*vollständig*”) and active (“*aktiv*”) support. This includes, in particular, the provision of all necessary information and documents for identifying the affected products (“*Bereitstellung aller erforderlichen Informationen und Unterlagen zur Identifizierung der betroffenen Produkte*”), the designation of responsible contact persons (“*Benennung verantwortlicher Ansprechpartner*”), cooperation in coordination with authorities and (“*Mitwirkung bei der Abstimmung mit Behörden*”), to the extent reasonable (“*soweit zumutbar*”), the provision of personnel, premises or transport capacities for implementing the measures. In such a case, all relevant documentation and records (“*Dokumentation und Unterlagen*”) necessary to clarify the causes (“*Aufklärung der Ursachen*”) and to defend against or settle (“*Abwehr oder Regulierung des Anspruchs*”) the claims must also be submitted to us immediately (“*unberzüglich*”) upon request.
- 10.5 The Supplier shall take out product liability insurance (“*Produkthaftpflichtversicherung*”) at its own expense with a lump sum coverage of at least EUR 5 million per personal injury and property damage (“*pro Personen- und Sachschaden*”) and maintain it throughout the entire contractual relationship. Proof of existing insurance coverage (“*Nachweis über bestehenden Versicherungsschutz*”) shall be provided to us upon request. Further statutory or contractual claims for damages remain unaffected by this.

11. Prohibition of assignment (“*Abtretungsverbot*”)

The Supplier is not entitled to transfer (“*übertragen*”) or assign (“*abtreten*”) rights or claims arising from contracts concluded with us – including claims against us – to third parties without our prior written consent. Mandatory statutory provisions, in particular Section 354a of the German Commercial Code (HGB), remain unaffected by this.

12. Minimum wage (“*Mindestlohn*”)

- 12.1 If the Supplier has its registered office (“*Geschäftssitz*”) in Germany, it is obliged to comply with the provisions of the Minimum Wage Act (“*Mindestlohngesetz*”; MiLoG) and – where applicable – the Posted Workers Act (“*Arbeitnehmerentsendungsgesetz*”; AEntG) in their currently valid versions. In particular, the Supplier warrants that it will pay the statutory minimum wage and fulfil its obligation to pay taxes (“*Steuern*”) and social security contributions (“*Sozialabgaben*”) and, upon request, provide us with evidence of this.
- 12.2 If the Supplier commissions a third party (e.g. subcontractor) with our consent, the third party must also comply with the relevant statutory provisions of the MiLoG and the AEntG and meet the necessary commercial law requirements (“*gewerberechtliche Voraussetzungen*”). The Supplier is obliged to check the third party’s compliance with the statutory requirements at regular intervals and to document this.
- 12.3 Upon request, the Supplier shall submit these documents to us for inspection. Suitable evidence (“*Geeignete Nachweise*”) may include, in particular, anonymised payslips (“*anonymisierte Gehaltsabrechnungen*”), proof of payment (“*Zahlungsnachweise*”) and obligations (“*Verpflichtungen*”) of subcontractors and temporary employment agencies.
- 12.4 The Supplier shall indemnify (“*freistellen*”) us against all third-party claims in connection with Section 13 MiLoG and Section 14 AEntG resulting from a violation of the relevant statutory provisions of the MiLoG and the AEntG in the context of the performance of this contract and shall reimburse (“*erstaten*”) us for all necessary expenses (“*notwendige Aufwendungen*”) incurred in this connection. This also applies to any necessary costs (“*erforderliche Kosten*”) incurred by us as a result of claims asserted by employees or third parties (e.g. social security institutions) employed by the Supplier.

13. REACH Regulation (“REACH-Verordnung”), RoHS Directive

- 13.1 The Supplier warrants that it complies with the requirements of Regulation (EC) No. 1907/2006 (“REACH Regulation”) and Directive 2011/65/EU (“RoHS Directive”) in their currently valid versions, including all current amendments, and that it fulfils all obligations applicable to Suppliers. The obligations under the German Electrical and Electronic Equipment Substances Regulation (“*Elektro- und Elektronikgeräte-Stoff-Verordnung*”; ElektroStoffV) shall apply accordingly.
- 13.2 The Supplier shall provide us with a safety data sheet in accordance with Article 31 REACH Regulation and is obliged to inform us unsolicited (“*unaufgefordert*”), immediately (“*unverzüglich*”) and prior to delivery (“*Lieferung*”) if a substance within the meaning of Articles 57 to 59 REACH Regulation (“substance of very high concern”) is contained in a mass concentration of more than 0.1 per cent in a product to be delivered or its packaging. The Supplier shall name these substances to us and inform us of the mass percentage as accurately as possible. The obligation to provide information pursuant to Article 33 REACH Regulation remains unaffected by this.
- 13.3 The Supplier shall ensure (“*gewährleistet*”) that all goods comply with the requirements of the RoHS Directive in its currently valid version and shall confirm RoHS compliance to us in writing in each case.
- 13.4 Suppliers who import goods from a third country into the European Union undertake to carry out the necessary registrations in accordance with Title II of the REACH Regulation and to appoint an “only representative” in accordance with Article 8 of the REACH Regulation who fulfils the obligations of an importer (“*Importeur*”). We must be notified immediately (“*unverzüglich*”) of any change (“*Wechsel*”) or cessation (“*Einstellung*”) of the activities of the only representative.
- 13.5 If the Supplier is proven to have culpably violated one of the above obligations, we shall be entitled to terminate the contract for good cause (“*außerordentliche Kündigung aus wichtigem Grund*”) or to withdraw from the contract (“*Rücktritt vom Vertrag*”). In this case, the Supplier shall be liable for all damages incurred by us. This also includes indirect damages, in particular production downtimes, recall costs, contractual penalties imposed by third parties and loss of profit.

14. Data protection (“*Datenschutz*”)

- 14.1 We process and store the personal data (“*personenbezogene Daten*”) collected in connection with the respective contract exclusively in accordance with the applicable data protection regulations, in particular the General Data Protection Regulation (“*Datenschutzgrundverordnung*”; GDPR) and the German Federal Data Protection Act (“*Bundesdatenschutzgesetz*”; BDSG). Details on the processing of this data, the rights of the persons concerned and our data protection measures can be found in our current data protection declaration, which is available on our website.
- 14.2 If the Supplier processes personal data from us or our employees (e.g. contact details, delivery information) in the course of performing the contract, it undertakes to comply with all applicable data protection regulations. If the Supplier acts as a processor within the meaning of Art. 28 GDPR, a contract for data processing that complies with the legal requirements must be concluded with us before processing begins. The Supplier shall take appropriate technical and organisational measures to protect the processed personal data from unauthorised access, loss or misuse.

15. Supply chain due diligence (“*Lieferkettensorgfaltspflichten*”) and compliance

- 15.1 The Supplier undertakes to comply with the legal requirements of the Supply Chain Due Diligence Act (“*Lieferkettensorgfaltspflichtengesetz*”; LkSG) in its currently valid version, even if it does not fall directly within the personal scope of application (“*unmittelbar in den persönlichen Anwendungsbereich fallen*”). In particular, the Supplier shall ensure that it takes appropriate measures in its supply chain to prevent human rights violations (“*Menschenrechtsverletzungen*”) and breaches of environmental obligations (“*umweltbezogene Pflichten*”).
- 15.2 Upon request, the Supplier shall provide us with evidence of compliance with these obligations. This includes, in particular, documentation (“*Dokumentationen*”), certificates (“*Zertifikate*”) or reports on inspections and audits (“*Berichte über durchgeführte Kontrollen und Audits*”) carried out.
- 15.3 In the event of a serious breach of the obligations under this Section 15, we shall be entitled to terminate the contract for good cause without notice (“*Kündigung aus wichtigem Grund ohne Einhaltung einer Frist*”) or to withdraw from the contract (“*Rücktritt vom Vertrag*”) and claim damages (“*Schadenersatz verlangen*”).

16. Applicable law ("*Anwendbares Recht*"), place of performance ("*Erfüllungsort*") and place of jurisdiction ("*Gerichtsstand*")

- 16.1 The law of the Federal Republic of Germany shall apply exclusively. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflict of law rules applicable in Germany ("*in Deutschland geltende Kollisionsnormen*") is excluded.
- 16.2 Unless otherwise agreed, the place of performance ("*Erfüllungsort*") for all obligations arising from contracts concluded with us is Mannheim.
- 16.3 For contracts with Suppliers based in a member state of the European Union, Switzerland, Norway or Iceland, the exclusive place of jurisdiction is the Regional Court of Mannheim. However, we are also entitled to sue the contractual partner at its general place of jurisdiction.
- 16.4 For contracts with Suppliers based outside the countries specified in clause 16.3, all disputes arising from or in connection with our deliveries and services shall be finally settled in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with these rules. The seat of the arbitral tribunal shall be Mannheim. The arbitration proceedings shall be conducted in German.

17. Final provisions

- 17.1 The original language of the above Terms and Conditions of Purchase is German.
17. Where German terms are used in brackets in an English-language version, their meaning according to German law shall prevail, without recourse to English or other law. In the event of discrepancies or doubts of interpretation between the German and English language versions, the German version shall be binding. German law shall be decisive for the interpretation.

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