

# **General Terms and Conditions of Purchase of STAINLESS FRÜCHTL GmbH, Esslingen / Germany**

**Version March 2026**

## **I. Application**

1. These General Terms and Conditions of Purchase ("Conditions") shall apply to all our present and future orders for goods, service and commission processing and to the performance of such orders towards businesses within the meaning of art. 14 para. 1 of the German Civil Code (BGB). Any supplier's conditions diverging from these Conditions shall not be accepted unless otherwise stipulated within these Conditions or otherwise agreed in the contract with the supplier. Should we accept any goods not expressly objecting supplier's conditions, the supplier may in no case assume our consent with his conditions.
2. Any oral agreements made by our employees shall become binding to us only if and in so far as far we confirm them in text form.
3. Any offer made by the supplier shall be free of charge and not binding to us.
4. The latest version of the Incoterms shall be authoritative for the interpretation of any trade term.

## **II. Prices**

1. The contract price shall be regarded as a fixed price.
2. In case of "free house" deliveries, deliveries "free place of destination" and other "free"-deliveries, the price shall include the costs for freight and packaging. In case of "unfree" delivery, we shall bear the lowest possible freight rates only, unless a special kind of delivery has been requested by us.

## **III. Payment**

1. Unless otherwise agreed, payment shall be made either within 14 days with 3 % discount, or within 30 days without discount.
2. Payment and discount periods shall begin with the receipt of the invoice, however not before the receipt of the goods. In case of services, such periods shall begin only after the transaction has been approved by us. If the delivery includes documentation (e.g. test certificates), such periods shall begin only after receipt of the relevant documentation.
3. Payment shall be considered to be in time if it is executed on the due date or the bank or the payment service provider is commissioned with the payment on the due date.
4. We shall be liable for interest only if and so far, as we are in arrears for payment, not at its mere maturity date. The interest rate shall be 5 % points above the Basic Interest Rate. We are, in any case, entitled to establish a lower default damage than claimed by the supplier.
5. We shall be entitled to all statutory rights as to set-off and retention of our claims against the supplier's claims. In particular, we are entitled to withhold the purchase price if and as long as any agreed test certificates according to EN 10204 are not delivered to us.

## **IV. Delivery times, late delivery**

1. All contractual terms and dates of delivery shall be binding to the supplier. The supplier shall immediately inform us in text form in case of imminent delays and submit to us adequate proposals to remedy the consequences of such delays. Performance/ delivery prior to the agreed date(s) shall entitle us to refuse acceptance of the service/ goods until the agreed date(s).
2. Unless otherwise agreed in text form, any contractual terms and dates of delivery shall be considered met only if and in so far as the goods have been handed over to us at such dates.
3. If the supplier is in default of delivery, we are, unless otherwise agreed, entitled to charge liquidated damages in the amount of 0.5 % of the order value per day, but no more than 5 % of the order value, unless the supplier proves that we suffered lower damage. Any acceptance of late deliveries or services does not imply a waiver of the right to charge liquidated damages. Asserting further damages for default based on the statutory provisions remains unaffected. In particular, we shall be entitled to claim damages in lieu of performance if and in so far as the supplier fails to effect delivery after a reasonable grace period set to him has elapsed. Our right to request delivery shall be excluded only if the supplier has compensated us for our damages.
4. The supplier may claim relief for his default by reason of lack of any documents to be submitted by us only in such cases where we have, upon the supplier's reminder in text form, failed to deliver such documents to him.

## **V. Retention of title**

1. We shall recognise any simple retention of title by the supplier only in cases in which title passes to us upon payment, and only if we are entitled to dispose of the goods onward and forward them in the ordinary course of business. We shall not be obliged to accept any special forms of retention of title, in particular, we do not accept any transferred, subsequent, extended, current-account or group retention of title.

2. The supplier may claim return of the goods based on the retention of title subject to prior cancellation of the contract.

3. If and insofar as we have provided the supplier with our own goods for processing, the processing and treatment of these goods shall be carried out for us as the manufacturer within the meaning of art. 950 of the German Civil Code (BGB), without placing us under any obligation. If the supplier processes, combines or mixes the goods provided with other goods, we shall be entitled to co-ownership of the new item in proportion to the invoice value of the goods provided in relation to the invoice value of the other goods used. If our ownership expires as a result of combination or mixing, the supplier hereby transfers to us the ownership rights to which he is entitled in the new item to the extent of the invoice value of the items provided and shall store them for us free of charge.

## **VI. Performance of delivery, passing of risk, packaging**

1. The supplier shall bear the risks of accidental loss and accidental deterioration of the goods until handed over to us at its place of delivery. This provision shall also apply in cases of "free delivery" (franco domicile).

2. We shall not be obliged to accept partial deliveries unless we have given our prior express consent. Moreover, partial deliveries must be labelled as such.

3. We shall not be obliged to accept any excess or short deliveries, unless in accordance with current trade practise.

4. Unless otherwise agreed in text form, the supplier shall bear the costs of packaging. In case we agree to bear such costs, the supplier shall charge us with the lowest possible rate. Any obligations to take back packaging material shall be governed by the German Packaging Act (Verpackungsgesetz) as amended from time to time it being understood that taking back always takes place at our registered office, unless otherwise agreed. In any case, the costs for the return transport and disposal of the packaging shall be borne by the supplier.

## **VII. Quality, environment, supply chain**

1. The supplier shall set up and maintain a suitable documented state-of-the-art quality assurance and environmental management system. He shall keep records, e.g. of his quality inspections, and make them available to us upon request. The supplier hereby consents to quality/ environmental audits for the purpose of assessing the effectiveness of his quality assurance and environmental management system by us or a person appointed by us.

2. The supplier undertakes to comply with the legal provisions of the German Supply Chain Act (Lieferkettensorgfaltspflichtengesetz). In the manufacture and supply of products and in the provision of services, the supplier shall comply with all legal provisions on respect for human rights, the relevant labour standards, the prohibition of discrimination, as well as forced and child labour. He shall promote and demand compliance with this Code of Conduct from his suppliers to the best of his ability. This shall also apply insofar as the supplier is not subject to the direct scope of the relevant provisions.

## **VIII. Declarations of origin including "melt and pour", tariff rate, sanctions, REACH, trade measures, CBAM**

1. At our request, the supplier shall provide us with a supplier's declaration on the preferential origin of the goods and/or a certificate of origin on the preferential or non-preferential origin of the goods. Furthermore, the supplier is obliged to provide us, upon request, with suitable evidence – for example, a mill test certificate – showing the country of melt and pour of the steel used in the manufacture of the goods (country of melt and pour). The country of melt is the original place where raw steel and pig iron are first produced in liquid form and then cast into a first solid state.

2. To ensure correct customs clearance of the goods upon import into the EU, the supplier is obliged, at our request, to provide us with the customs tariff number applicable to the respective goods.

3. In the event the supplier makes declarations or provides certificates on the preferential or non-preferential originating status, the country of melt and pour or the customs tariff classification of the goods sold, the following shall apply:

- a) The supplier shall be obliged to enable the customs authorities or other competent authorities to verify the proofs of origin, including the country of melt and pour or the customs tariff classification, and to provide the necessary information as well as any required certificates.
- b) If the declared origin or the declared country of melt and pour or the customs tariff number provided by him is incorrect or not recognized by the competent authority because of inaccurate certificates or a lack of verification possibilities, the supplier shall be obliged to compensate for the resulting damage, including any customs duties or charges levied by the customs administration as a result of incorrect origin or tariff information provided by the supplier.
4. The supplier undertakes to ensure that the goods delivered (including the raw materials, (production) materials, (subcontracted) products or other items required and/or used for the performance of the obligations) and/or services (including the transport and the delivery process) are not subject to any restrictions due to economic, financial or other sanctions under trade law of the United Nations, the EU, the Federal Republic of Germany or the United States of America. In this respect, the supplier undertakes to comply with the sanction regulations irrespective of whether they apply to him.
5. The supplier shall comply with the requirements and measures resulting from the EU REACH Regulation for all substances, preparations and products supplied to us.
6. The supplier shall ensure at its own expense and without delay that all formal requirements in the supplier's country related to the order, e.g. export licences, are met during the processing of the order. If the supplier fails to fulfil this obligation, we shall have the right to withdraw from the order if necessary and/or to claim compensation from the supplier. The same shall apply in the event that, for example, required licences are not granted within a reasonable period of time or are cancelled or become invalid during processing.
7. To the extent that the goods are subject to safeguard measures such as tariff quotas or other trade measures when imported into the EU by the supplier, all customs duties, levies and security payments in connection therewith, in particular additional customs duties or security payments due to exhausted or critical tariff quotas, shall be borne by the supplier. The supplier shall not refuse or delay delivery due to such measures, in particular not if customs quotas are exhausted. If, following consultation with us, a later delivery date is agreed to avoid additional customs duties, the associated costs, in particular storage costs, shall be borne by the supplier.
8. The supplier undertakes to provide us with all information required for the participation in the EU carbon border adjustment mechanism pursuant to Regulation (EU) 2023/956 ("CBAM") and the exercise of the rights and obligations in this regard, in particular information on the direct emissions released during the production of goods, information on the indirect emissions from the production of electricity that is consumed during the production processes and information on the carbon price due in a country of origin for the specified emissions in the imported goods ("CBAM information"). In this respect, the supplier shall be fully liable for ensuring that the CBAM information is complete, accurate and objectively verifiable and that this information is determined and documented in the required manner. In the event of a breach of these obligations, or a lack of verifiability of the CBAM information provided, in particular in the event of missing or inaccurate reporting of emissions within the meaning of Regulation (EU) 2023/956, the supplier shall be obliged to compensate us or our customers for any additional costs and damages incurred and to indemnify and hold harmless us or our customers against any corresponding third-party claims. This shall not apply if the supplier or its sub-supplier, whose conduct is attributable to the supplier, is not responsible for the failure to comply with the aforementioned obligations.

## **IX. Warranty provisions, statute of limitation**

1. The supplier shall deliver the goods free of any material and legal defects. He shall ensure in particular that his deliveries and his services comply with the state of the art, with any contractual requirements and standards and with the use assumed under the contract.
2. We will examine the quality and quantity of the goods upon receipt to the extent both reasonable and customary. A reasonable examination shall, in the absence of any contrary indication, not include possible defects not apparent to the eye, but detectable only in case of examinations of the inner properties of the goods. In case we are provided with test certificates, we shall not be obliged to verify the compliance of all and any entries in the certificates with the contractual requirements resp. technical standards agreed upon. In particular, we shall not be obliged to verify the information included in test certificates by means of additional material tests. Any notice of defect shall be deemed to be in time if it reaches the supplier within eight working days by letter, telefax, e-mail or by telephone. Any periods for such notice shall not start before we – or in case of direct sales our customers – have detected or should have detected the defect.

3. In the event the goods are defective, we may exercise our statutory rights. If the supplier tries to repair the affected goods, such remedy is considered to have failed after the first unsuccessful attempt. We shall have the right to withdraw from the contract also in such cases where a breach of contract is not considered to be material.

4. Where the goods were already defective at the moment of the passing of risk, we may further claim compensation for any expenditures in connection with such defect towards our customer.

5. A limitation period of 36 months shall apply to our claims for defects. The period shall begin with the timely notification of defects within the meaning of para. 2 above. The supplier's liability for defects shall end no later than ten years after delivery of the goods. This limitation shall not apply if our claims are based on facts which the supplier knew or could not have been unaware of and which he did not disclose to us.

6. The supplier hereby assigns to us – on account of performance – the benefit of any claims against his supplier arising from the delivery of deficient goods or of such goods not conforming with the guaranteed characteristics. The supplier shall provide us with any documents required to assert such claims.

## **X. Product liability, property rights**

1. The supplier shall indemnify us against any third-party claims for property damage or personal injury for which the supplier is liable under the Product Liability Act or the Product Liability Directive (EU) 2024/2853, insofar as we are not liable for the damage in question. In this regard, the supplier, upon our request, shall provide us with evidence of product or manufacturer liability insurance with adequate coverage.

2. The supplier shall be liable for ensuring that his delivery and our use thereof do not infringe any third-party patents or property rights. The supplier may prove he is not at fault for the infringement of third-party rights. Insofar as we are subsequently liable to third parties, the supplier shall indemnify us and our customers against all claims arising from the use of such property rights and expenses that necessarily incurred in connection with the claim. We are not entitled to enter into any third-party rights related agreements or settlement agreements without the consent of the supplier. The supplier shall not be liable if the supplier has manufactured the delivered goods in accordance with drawings, models or other equivalent descriptions or instructions provided by us and is not aware of any infringement of third-party rights.

## **XI. Nondisclosure, patterns, models and drawings**

1. The supplier shall treat all commercial and technical details disclosed to him in the course of the business relation as trade secrets, unless such details were evident or known before.

2. The models, patterns, drawings and/or other data provided to the supplier for the elaboration or execution of an offer shall remain our property and shall not be made available to third parties without our prior consent, unless indispensable for the execution of the order. This also applies to documents set up by the supplier according to our patterns and regulations, especially to specification drawings.

3. The aforementioned items shall be returned to us anytime on our request, at the latest, however, after delivery of the ordered goods.

## **XII. Information security**

Within the framework of existing supply relationships, it is of utmost importance that suppliers comply with the security interests and information security requirements of Stainless Früchtl GmbH and its customers. Therefore, all classified information (such as specifications, design and development data, and other critical information) must be processed and protected in an appropriate manner.

TISAX (Trusted Information Security Assessment Exchange - [www.tisax.org](http://www.tisax.org)) defines an industry standard for information protection and specifies assessment requirements that must be met within the supply chain. As a supplier, you are required to actively ensure that your deliveries are classified accordingly. If we define the requirement in advance, a valid TISAX certificate must be presented to us upon request. The same applies to the requirements of ISO 27001.

In accordance with the information/cybersecurity requirements of Stainless Früchtl GmbH, the supplier is obliged to secure the entire database of existing delivery volumes using state-of-the-art technology against unauthorized access, modification, destruction, and other misuse. Furthermore, data belonging to Stainless Früchtl GmbH must be strictly separated from data belonging to other customers of the supplier.

If an identified, significant case of information/cyber security breach has occurred, the responsible contact person at Stainless Früchtl GmbH must be informed immediately.

The supplier is obliged to provide Stainless Früchtl GmbH with a central contact person for information/cyber security upon request and to inform them immediately of any changes.

Furthermore, the supplier must ensure that its subcontractors meet the described information/cybersecurity requirements through appropriate contractual provisions.

### **XIII. Place of performance, jurisdiction, applicable law and data protection**

1. Unless otherwise agreed, our registered office shall be the place of performance for the delivery.

2. If the supplier is a merchant (Kaufmann) in the terms of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law or does not have a general place of jurisdiction in Germany, the place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office. We shall also be entitled to bring an action against the supplier at the supplier's place of jurisdiction.

3. All legal relationships between us and the supplier shall be governed by the laws of the Federal Republic of Germany including the provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG), supplementing these Conditions.

4. Any supplier's data are stored and processed by us in accordance with the requirements of the EU GDPR.

### **XIV. Authentic version**

In cases of doubt, the German version of these Conditions shall prevail.