

**General Terms and Conditions of Purchase of Damovo Deutschland GmbH & Co. KG**

**1. Scope of Application**

- 1.1. These Terms and Conditions of Purchase apply exclusively to all orders placed by Damovo Deutschland GmbH & Co. KG (hereinafter referred to as the "Client"). The Client does not recognize any terms and conditions of the Contractor that conflict with or deviate from these Terms and Conditions of Purchase, unless the Client has expressly agreed to their validity in writing. These Terms and Conditions of Purchase shall also apply if the Client accepts the Contractor's delivery without reservation while being aware of terms and conditions of the Contractor that conflict with or deviate from these Terms and Conditions of Purchase.
- 1.2. These Terms and Conditions of Purchase shall also apply to all future transactions with the Contractor without the Client having to refer to them again in each individual case.

**2. Order and Order Confirmation**

- 2.1. Orders must always be placed in writing. The Contractor must always confirm every order and order change in writing.
- 2.2. The Client is bound to its order for 14 calendar days. If the Client does not receive a written order confirmation from the Contractor within this period, it is entitled to cancel its order.
- 2.3. All correspondence must be conducted with the purchasing department placing the order.
- 2.4. The Contractor must immediately notify the Client in writing of any obvious errors or omissions in the order prior to acceptance so that the Client may correct or confirm the order.

**3. Prices – Invoices – Terms of Payment**

- 3.1. The price stated in the order is binding. It is quoted in euros plus the applicable statutory value-added tax and includes all ancillary costs, in particular transportation, packaging costs, and customs duties.
- 3.2. Invoices must be sent by email to the billing address specified in the order and must include the order number, the contact person, and the cost center. Invoices that do not meet these requirements are not payable.
- 3.3. Unless otherwise agreed in writing, payments shall be made within 30 calendar days of receipt of a verifiable invoice with a 2% discount or within 60 days of receipt of the invoice net. The payment period begins as soon as the delivery or service has been fully rendered and the properly issued invoice has

been received by the Client. The date of dispatch or transfer of the funds is decisive for meeting the discount period.

- 3.4. Payments do not constitute acceptance of the deliveries or services as being in accordance with the contract. Payments are made subject to invoice verification.
- 3.5. The Client is entitled to rights of set-off and retention to the extent permitted by law. The agreed discount deduction remains unaffected by a justified set-off and/or retention. For its part, the Contractor is only entitled to withhold payments or set them off against counterclaims to the extent that its claims have been acknowledged by the Client or a final and binding decision has been issued. Claims of the Contractor arising from this contract may only be assigned to third parties in writing with the Client's consent.
- 3.6. Payments shall generally be made via SEPA transfer or a payment method selected by the Client, free of charge to the Client. Bank, transaction, or other payment processing costs incurred by the Contractor or its payment service providers shall be borne by the Contractor itself; the Client shall not be charged for such costs. Alternative payment methods, in particular international wire transfers or payments outside the SEPA area, require the Client's prior written consent. In such cases, each party shall bear exclusively the bank and payment transaction costs incurred by it.

**4. Delivery Time and Delay**

- 4.1. The delivery time specified in the order is binding. The timeliness of deliveries is determined by receipt at the place of use specified by the Client; for deliveries involving setup and/or installation, timeliness is determined by acceptance.
- 4.2. The Contractor is obligated to notify the Client immediately in writing if circumstances arise or become recognizable to the Contractor that indicate the agreed delivery time cannot be met.
- 4.3. In the event of a delay, the Client is entitled to the statutory claims. In addition, the Client is entitled to demand a contractual penalty of 0.5% of the total order value for each calendar day of delay, provided that such penalty does not exceed 5% of the total order value. Any contractual penalty paid shall be credited against any further claim for damages. The Client's right to demand compensation for damages in lieu of performance and to

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withdraw from the contract following the fruitless expiration of a reasonable grace period remains unaffected.

- 4.4. If the Contractor exceeds an agreed delivery date by more than 14 calendar days, the Client is immediately entitled to withdraw from the contract without the need to set a further grace period.

**5. Packaging**

- 5.1. The goods must be packaged by the Contractor in such a way that transport damage is prevented.
- 5.2. Packaging materials shall be used only to the extent necessary to achieve this purpose. Only environmentally friendly and recyclable packaging materials may be used.
- 5.3. The Contractor is obligated to take back the packaging materials at no cost and dispose of them properly. Upon request, the Contractor must provide proof that the materials have been disposed of in accordance with the law.

**6. Delivery – Transfer of Risk – Documents**

- 6.1. Delivery shall be made DDP (Delivered Duty Paid in accordance with Incoterms 2020) to the delivery location specified in the order. If no delivery location is specified, the Client’s registered office shall be deemed the delivery location. The Contractor is not authorized to make partial deliveries without the Client’s prior written consent.
- 6.2. In the case of direct shipments to a third party designated by the Client, the ordering purchasing department must be notified via appropriate shipping notices. The delivery note must clearly indicate that the delivery is being made on behalf of the Client.
- 6.3. For deliveries involving setup and/or installation, the risk passes upon acceptance. Acceptance must be carried out by both parties signing an acceptance report that documents any defects and reservations. For deliveries without setup and/or installation, the risk passes upon receipt at the place of use specified by the Client and the countersigning of the delivery note.
- 6.4. The Contractor is obligated to indicate the order number used by the Client on all shipping documents and delivery notes; if the Contractor fails to do so, delays in processing are inevitable, for which the Client shall not be held responsible.
- 6.5. To the extent that the submission of material test certificates has been agreed upon, such certificates shall form part of the delivery and must be sent to

the Client together with the invoice. The payment period specified in Clause 3.3 shall not commence until receipt of the agreed-upon certificate.

**7. Quality Assurance and Product Conformity**

- 7.1. The Contractor shall implement quality assurance in accordance with the state of the art and provide evidence thereof to the Client upon request. At the Client’s request, the Contractor is obligated to conclude a quality assurance agreement based on EN ISO 9001 in its currently valid version.
  - 7.2. All deliveries and services must comply with the state of the art, the relevant statutory and regulatory requirements, as well as the relevant rules of professional associations and trade organizations. They must conform to the contractually agreed specifications and be suitable for the intended use specified in the contract or recognizable to the Contractor.
  - 7.3. The Contractor warrants that the delivered goods comply with applicable environmental and substance regulations, in particular the RoHS Directive (2011/65/EU), the REACH Regulation (EC 1907/2006), and the German Electrical and Electronic Equipment Act (ElektroG) in their currently valid versions. The Contractor shall indemnify the Client, upon first request, against all obligations arising from these regulations and any related claims by third parties.
- 8. Inspection for Defects – Warranty – Obligations of the Contractor**
- 8.1. To the extent that the Client is obligated to inspect the goods for any deviations in quality or quantity, the Client must inspect the goods within 10 business days of delivery to the Client or, in the case of a drop shipment, to the end customer, and must report any defects. The notice of defect is timely if it is provided in writing within 10 business days of the defect being discovered.
  - 8.2. The Client is entitled to the full scope of statutory warranty claims. The Client is entitled to demand, at its discretion, that the Contractor remedy the defect or provide a replacement delivery to the place of use. In this case, the Contractor is obligated to bear all expenses necessary for the purpose of remedying the defect or providing the replacement delivery. The right to claim damages is expressly reserved.
  - 8.3. A serial defect exists if defects occur in delivery items or components of delivery items that give

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rise to the presumption that the defects are also present in the remainder of the delivery. A serial defect is presumed, subject to rebuttal, if more than 5% of the individual goods in the delivery exhibit the same defect or the same effects of the defect.

- (a) In this case, the Client is entitled to assert the rights under Clause 8.2 with respect to the entire delivery.
- (b) If the Contractor fails to comply with the asserted claims within a reasonable period, the Client may carry out the rectification itself by replacing defective components. For this purpose, the Contractor shall provide the necessary components free of charge, bear the costs associated with the rectification, and undertake to provide the Client with on-site technical support for troubleshooting if necessary.
- (c) The Client is entitled to remedy the defect itself if there is imminent danger or if the matter is particularly urgent.

- 8.4. The Contractor warrants that the delivered goods are free from material defects and defects of title, conform to the agreed specifications, the contractual specifications, and the state of the art, and comply with the relevant statutory and regulatory requirements.
- 8.5. In the event of fault, or in the absence of warranted characteristics and functionalities even without fault, the Contractor shall compensate for all further damages arising from the delivery of defective goods.
- 8.6. If the Contractor culpably fails to fulfill its warranty obligation within a reasonable period set by the Client, the Client may take the necessary measures itself or have them carried out by third parties at the Contractor's expense and risk—without prejudice to its warranty obligation. This applies mutatis mutandis if there is imminent danger or a special need for urgency.
- 8.7. A period of 10 business days after receipt of the goods by the Client—and in the case of a drop shipment, 10 business days after receipt of the goods by the end customer—applies to complaints regarding the obvious absence of warranted characteristics and functionalities.
- 8.8. A complaint regarding the non-obvious absence of warranted characteristics and functionalities is permissible until the expiration of 10 business days

after the defect is discovered by the Client or the end customer.

- 8.9. The right to rescind the contract and claim compensation for further damages remains unaffected.
- 8.10. The warranty period is 24 months, calculated from the transfer of risk. For fraudulently concealed defects or guarantees of quality, the statutory periods apply.
- 8.11. The expiration of the warranty period is suspended from the receipt of a written notice of defect until the expiration of a reasonable grace period for subsequent performance set by the notice of defect.
- 8.12. Insofar as hardware, equipment, or technical systems are concerned, the Contractor guarantees the availability of subsequent deliveries of the delivery items and corresponding spare parts for a period of 5 years from the transfer of risk. If the manufacturer discontinues production earlier, the Contractor must inform the Client immediately and in writing so that the Client can initiate replacement purchases in a timely manner.

**9. Compliance with the Business Partner Code of Conduct ("BP CoC")**

- 9.1. The Contractor undertakes to comply with the Code of Conduct for Business Partners (the "BP CoC"), the current version of which is available at any time on the Client's website at <https://www.damovo.com/bp-coc-damovo/> and which, by reference, forms an integral part of this Agreement in its entirety, throughout the duration of its business relationship with the Client. The Contractor shall take all appropriate and necessary organizational measures to ensure compliance with the BP CoC and to monitor such compliance within its organization. The Contractor shall also ensure full compliance with the BP CoC by its subcontractors who provide services to the Client directly or indirectly. The Contractor remains responsible for compliance by its subcontractors.
- 9.2. The Client reserves the right to amend, update, or revise the BP CoC at any time at its sole discretion to reflect changes in best practices, legal, regulatory, or business requirements—and to make it available on the Client's website (see above). The Contractor acknowledges that it is responsible for ensuring that it and its subcontractors comply with the BP CoC in its current version at all times.
- 9.3. If the Client identifies any violations of the obligations under this clause, whether by the Contractor

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or one of its subcontractors, the Contractor must immediately take all appropriate and necessary measures or ensure that its subcontractor takes such measures to remedy the violation as quickly as reasonably possible, and submit an action plan to the Client detailing the corrective measures to be taken and a timeline for their implementation. The Contractor must immediately notify the Client in writing of any suspected or actual violations of the BP CoC as soon as it becomes aware of them. Material or repeated violations of the obligations under this clause constitute a material breach of contract and entitle the Client (at its sole discretion) to terminate the contractual relationship with the Contractor immediately and without notice, to claim any losses or damages resulting from such violations, or to exclude the Contractor from future business with the Client.

**10. Subcontractors**

- 10.1. The Contractor shall be liable to the Client for the services provided by its subcontractors to the same extent as for the services provided by the Contractor itself. The Contractor must ensure that all of its contracts with its subcontractors contain provisions that are consistent with the provisions of the Client’s Terms and Conditions of Purchase and are no less stringent than those provisions.
- 10.2. The Client is entitled to immediately request from the Contractor a list of all major subcontractors involved in the provision of services for the Client and to refuse consent to the use of one or more subcontractors for good cause. The Client’s refusal to approve subcontractors does not release the Contractor from its performance obligations.

**11. Data Protection and Information Security**

- 11.1. The Contractor undertakes to observe and implement the provisions of the GDPR (EU 2016/679) and the Federal Data Protection Act. The Contractor shall ensure that all persons entrusted with the performance of the contract are bound by these obligations.
- 11.2. If the Contractor processes personal data of the Client or its customers as part of the contracted services, the parties shall additionally enter into a data processing agreement in accordance with Art. 28(3) GDPR.
- 11.3. The Contractor undertakes to report all security-related incidents affecting the agreed services to the Client immediately, but no later than 24 hours after

becoming aware of them. The report must include a description of the incident as well as measures already taken.

- 11.4. The Contractor is not authorized to use, disclose to third parties, or exploit any data of the Client obtained in the course of contract performance—including contact, transaction, and customer data—for its own purposes. This applies beyond the duration of the contractual relationship.
- 11.5. The Client is entitled to verify the Contractor’s compliance with the obligations under this Clause 10 (Data Protection and Information Security) and Clause 9 (Compliance with the Business Partner Code of Conduct (“BP CoC”)) either directly or through a third party appointed by the Client who is bound by confidentiality. Audits must be announced to the Contractor at least 10 business days in advance and limited to the documents and systems necessary for the audit; they shall take place during normal business hours. The Contractor is obligated to cooperate in such audits and to provide the necessary information. The costs of the audit shall be borne by the Client, unless the audit reveals material violations by the Contractor; in this case, the Contractor shall bear the costs.

**12. Provided Materials, Tools, and Documents**

- 12.1. Materials or parts provided by the Client remain the property of the Client and must be managed, stored separately, and labeled at no cost. They may only be used for their intended purpose. The Contractor is liable for any depreciation or loss. Upon request, they must be returned to the Client immediately. Any costs incurred shall be borne by the Contractor.
- 12.2. Processing or transformation by the Contractor is carried out on behalf of the Client. The Client acquires co-ownership of any new items created through transformation, processing, or mixing in proportion to the value of the provided item relative to the other processed or mixed items at the time of processing. If items are mixed in such a way that the Contractor’s item is to be regarded as the principal item, the Contractor shall transfer proportional co-ownership to the Client. The Contractor shall hold sole ownership or co-ownership in trust for the Client.
- 12.3. The Client reserves all ownership and/or copyrights to the tools, samples, illustrations, drawings, calculations, and other documents of any kind made

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available to the Contractor. Neither these nor any items subsequently manufactured from them may be made accessible to third parties without the Client’s express written consent. They are to be used exclusively for the contractual purposes and must be returned to the Client unsolicited upon completion of the order. They must be kept confidential from third parties.

12.4. At the Client’s request and for a fee, items manufactured by the Contractor for the purpose of fulfilling the order must also be handed over to the Client.

**13. Product Liability, Indemnification, and Liability Insurance Coverage**

13.1. The Contractor shall indemnify the Client upon first request against any claims, lawsuits, etc., asserted against the Client on the basis of product liability regulations.

13.2. In the cases specified in Clause 12.1, the Contractor shall bear all costs and expenses, including the costs of any legal proceedings.

13.3. In all other respects, the statutory provisions shall apply.

13.4. The Contractor is required to maintain general liability insurance and product liability insurance with a minimum coverage of €3 million per claim for bodily injury or property damage (on a per-claim basis) and to provide proof of such coverage upon request by submitting the insurance policy. The Client’s right to seek further damages remains unaffected.

**14. Intellectual Property Rights and Rights of Use**

14.1. The Contractor warrants that no third-party rights (e.g., patents, utility models, copyrights, etc.) are infringed in connection with its delivery.

14.2. If the Client is held liable by a third party due to an intellectual property right, the Contractor is obligated to indemnify the Client against such claims upon first request. The Client is not authorized to make any statements or take any actions toward the third party that could prejudice the Contractor.

14.3. The Contractor’s indemnification obligation covers all expenses necessarily incurred by the Client arising from or in connection with the third-party claim.

14.4. To the extent that services provided under this contract result in copyrighted works or other intellectual property rights, the Contractor grants the Client an unrestricted right of use with respect to

location, time, and content, unless this is precluded by mandatory statutory provisions.

**15. Confidentiality**

15.1. The Contractor undertakes to keep confidential all information that comes to its knowledge within the scope of this contractual relationship—including trade and business secrets, technical and commercial information of any kind, whether oral or written—for a period of 5 years beyond the duration of the contractual relationship and not to disclose it to third parties.

15.2. The Contractor is not authorized to name the Client or details from the contractual relationship as a reference or to mention them in publications without the Client’s express prior written consent.

15.3. The Contractor warrants that its employees and other agents entrusted with the performance of the contract are bound by a corresponding written confidentiality obligation.

15.4. The duty of confidentiality does not apply to information that (a) is or becomes known to the general public without the Contractor’s involvement, (b) was demonstrably known to the Contractor prior to disclosure, or (c) must be disclosed pursuant to a court or official order.

**16. Foreign Trade and Export Control**

16.1. The Contractor undertakes to comply with all foreign trade and export control regulations applicable in connection with a delivery, in particular those under German, European, and U.S. law, and, in particular, to obtain all necessary export licenses on its own responsibility and at its own expense.

16.2. Upon delivery of goods, the Contractor shall provide the Client with the statistical commodity codes (HS codes), the country of origin, and all foreign trade information relevant to the shipment.

16.3. The Contractor shall immediately inform the Client if goods that were not subject to an export authorization requirement at the time the order was placed subsequently become subject to such a requirement or are added to the EU Dual-Use List pursuant to Regulation (EU) 2021/821 (available at <https://eur-lex.europa.eu/legal-content/DE/TXT/?uri=CELEX:32021R0821>).

**17. Final Provisions**

17.1. The Client reserves the right to amend, update, or revise these Terms and Conditions of Purchase in the future to reflect changes in best practices, legal, regulatory, or business requirements. The

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version of these General Terms and Conditions of Purchase available on the Client's website at <https://www.damovo.com/gtp-damovo-deutschland-gmbh-co-kg/> at the time of the respective order shall apply.

- 17.2. Should any individual provisions of these Terms and Conditions of Purchase be or become invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a provision that is legally valid and comes as close as possible in economic terms to the provision intended by the parties, until the parties have agreed on a corresponding new contractual provision. This shall apply mutatis mutandis in the event of a gap in the provisions.
- 17.3. German law applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- 17.4. The place of jurisdiction is Düsseldorf.
- 17.5. The place of performance is the place of use specified in the order.

Version June 2026