

**General Terms and Conditions of Purchase (GPC)**  
**Karl Georg Schobert Präzisions-Messzeug GmbH, Aschaffenburg**  
March 2025

## § 1 Scope

1. These General Terms and Conditions of Purchase shall apply exclusively in addition to any other contractual agreements for all business transactions between us and the seller, supplier, contractor or service and work provider, hereinafter referred to as the supplier. We do not recognise any differing terms and conditions. These General Terms and Conditions of Purchase shall also apply if we accept the delivery or service in the knowledge of differing terms and conditions.
2. A contract shall not fail due to conflicting terms and conditions. Insofar as the conflicting terms and conditions correspond, the concordantly regulated shall apply. In addition, the provisions of our terms and conditions of purchase shall be deemed agreed, which are not opposed by any conflicting provisions of the supplier's terms and conditions. On the other hand, those provisions of the supplier's terms and conditions that do not correspond to the content of our general terms and conditions of purchase shall not become part of the contract. In all other cases, non-mandatory law shall apply.
3. These GPC shall also apply for all future contracts with the supplier without the need for renewed inclusion until we issue new GPC.
4. These terms and conditions of purchase shall only apply for companies within the meaning of § 14 BGB (German Civil Code).

## § 2 Offers

1. Offers and samples shall be provided to us free of charge. Any deviations from our enquiry must be clearly indicated in the offer. The supplier shall be bound by its offer for one month.
2. Our documents are to be returned to us immediately and free of charge if they are no longer required for the execution of the contract.
3. Orders are to be accepted by the supplier in writing within one week of the order date, quoting our order number.
4. Confirmed prices are considered fixed prices.
5. Delivery call-offs shall become binding at the latest if the supplier does not object within one week of receipt.
6. Framework orders authorise the procurement of primary material only to the extent necessary.
7. Transfer or execution of the order to or by third parties, even in part, without our consent is prohibited. It entitles us to withdraw and to claim damages.
8. The production of parts for call-off orders is only permitted after receipt of the call-off.

## § 3 Changes

1. We may demand changes to the contract before the order is executed. The changes are to be settled amicably. Objections to the changes we demand are to be communicated to us immediately.
2. If no agreement can be reached, we are entitled to withdraw; in this case, the supplier will receive a reasonable reimbursement of expenses.
3. The supplier is not entitled to make changes to the order.

## § 4 Delivery, price and payment terms

1. Deliveries shall be made in accordance with the DDP (Delivered Duty Paid) clause of INCOTERMS 2020.
2. Prices are to be understood as free place of receipt in euros, including packaging, freight, tolls, postage, customs duties, insurance and excluding taxes, in

particular value added tax. Value added tax is to be shown separately.

3. Agreed prices are fixed prices. A price stated in the order is considered a maximum price. It may be undercut, but not exceeded. Price adjustments require a separate agreement with us.
4. The supplier shall not charge us higher prices or grant us less favourable conditions than other comparable customers.
5. Invoices shall be issued separately for each order in triplicate, indicating the original and the copy, immediately upon delivery. They must include the order reference, order number and item number.
6. Unless otherwise agreed, we shall make payments in euros to the supplier's domestic bank account.
7. Payment shall be made when the invoice is due, the goods have been received in full and free of defects, or the service has been provided free of defects. This shall apply accordingly to permissible partial deliveries.
8. Delays due to incorrect invoices shall not affect agreed discount periods. If a discount has been agreed, payment shall be made in accordance with the agreement, but at least within 14 days less 3% or within 30 days net from the invoice date.
9. In the event of simple negligence, we shall not be in default of payment. Our liability to pay compensation for damages caused by default shall be limited to the typically occurring damages.
10. If advance payments have been agreed, the supplier shall provide an unlimited performance guarantee from a German bank or insurance company, concurrently with performance and in the amount of the advance payment. In the event of a delay in delivery, default interest in the amount of 9 percentage points above the base interest rate in accordance with § 247 BGB shall be deducted from the advance payment amount. The supplier is at liberty to prove that the damage was lower. The assertion of default damages by us in all other respects is not affected by this regulation.
11. If, after the conclusion of the contract, it becomes apparent that our delivery claim is at risk due to the supplier's inability to perform, we may refuse payment and set the supplier a reasonable deadline by which he must deliver concurrently with payment or provide security. If the supplier refuses or if the deadline expires without success, we shall be entitled to withdraw from the contract and to claim damages.
12. If the supplier's solvency deteriorates to such an extent that the fulfilment of the contract is endangered or if the supplier ceases his deliveries, we shall be entitled to withdraw from the contract. The right of withdrawal can also be exercised only in part.
13. Without our consent, the supplier is not entitled to assign claims against us to third parties or to have them collected by third parties. If an extended reservation of title has been agreed, consent shall be deemed to have been granted. If the supplier nevertheless assigns claims against us to a third party without our consent, we may make payment to both the supplier and the third party with discharging effect.
14. We shall be entitled to set-off and retention rights to the extent permitted by law. The supplier shall only be entitled to set-off and retention rights if the counterclaim on which the right to refuse performance, the right of retention or the right of set-off is based is undisputed or has been finally upheld in a court of law or is ready for a decision.

## § 5 Obligation to inspect and give notice of defects

1. We are only obliged to inspect incoming deliveries for identity, quantity and externally recognisable transport damage. A notice of defect is deemed to be in good time if it is provided to the supplier in text form within 10 working days of the defect being discovered. The supplier waives the right to object to a delayed notice

- of defect. In the case of transit business, the customer's complaint shall be decisive.
2. In the event of a justified complaint, we reserve the right to charge the supplier the costs of inspection and notification. 3. the supplier shall bear the costs and risk of returning defective delivery items.

#### § 6 Delivery, delay, contractual penalty, transfer of risk

1. The dates and deadlines specified in the order or call-off order are binding. We are not obliged to accept the delivery before the delivery date has passed. For deliveries, the receipt of the delivery at the agreed plant or the place of receipt or use specified by us is decisive for compliance with deadlines and dates. For services, the timely and complete provision of the service is crucial. For work performance, the time of acceptance is decisive.
2. Partial deliveries and partial services are only permitted with our consent.
3. The supplier must inform us immediately of any difficulties that prevent him from delivering the prescribed quantity or quality on time and obtain a decision from us on whether to maintain the order. He is liable for any failure to provide notification or for providing notification late.
4. If delivery is made earlier than agreed, we reserve the right to return the goods at the supplier's expense or to store them with a third party at the supplier's expense. If, in the event of premature delivery, the goods are not returned or stored with a third party, they shall be stored by us at the supplier's expense and risk until the delivery date. In the event of early delivery, we reserve the right to make payment only on the agreed due date. In the event of earlier delivery, the calculation of the discount period shall be from the day of the agreed delivery date or the day of receipt of the invoice by us, whichever occurs last.
5. In the event of a delay in delivery, we shall be entitled to the statutory claims; an exclusion or limitation of liability on the part of the supplier is excluded.
6. If the supplier repeatedly misses deadlines, we are entitled to withdraw from the contract or to terminate it without notice. If a deadline is missed through no fault of our own, we are entitled to withdraw from the contract if the delay is significant and the urgency of the delivery requires it due to our own deadlines. In the event of withdrawal, we may retain partial deliveries against credit.
7. If the supplier is in default, it shall be obliged to comply with our request for express delivery (express or fast freight, courier, express parcel, air freight, etc.) at its expense.
8. A reminder or setting of a deadline shall not be required if the delivery date has been agreed as 'fixed' or if the supplier declares that it will not be able to deliver within the deadline either.
9. If the supplier is in default, we shall be entitled, after issuing a reminder, to demand a contractual penalty of 5% of the net delivery value or the service per week or part thereof, but not more than a total of 20% of the net delivery value or the service, and to withdraw from the contract. We reserve the right to claim higher damages. The supplier is at liberty to prove that the actual damages are lower. The contractual penalty paid will be credited against any claim for damages. The right to demand payment of an agreed contractual penalty will not be forfeited if the contractual penalty was not expressly reserved upon acceptance of the delayed delivery, provided that it is asserted by the time of the final payment.
10. If the supplier delays delivery, we are entitled to make a covering purchase if this is appropriate under the circumstances in order to avert the risk of consequential damage due to the delay. The supplier shall bear the reasonable additional costs incurred by us as a result.
11. The supplier may only claim that necessary documents to be supplied by us have not been provided if the supplier has sent a written reminder for the documents and has not received them within a reasonable period.
12. In the event of delayed acceptance, we shall only be liable for claims for damages if we are at fault.

13. Each consignment must be accompanied by a delivery note in duplicate, stating all the details contained in the order, in particular the order number, part number, batch number, item number. Partial and remaining deliveries must be marked separately. The delivery note should be attached to the outside of the delivery, either under a sticker or under packing paper with the note: 'Delivery note here'. For imported deliveries, all necessary accompanying documents, in particular movement certificates, express vouchers, customs transit documents, certificates of origin and invoices, must be enclosed with the shipment, depending on the mode of dispatch and country of delivery.
14. We should be notified in advance of every delivery. The notification should include information about our order number, quantity, dimensions, weight, special instructions for handling the goods, unloading, transport and storage. Delays, additional costs and damages resulting from non-compliance with the shipping instructions shall be borne by the supplier. We reserve the right to return packaging material to the supplier.
15. Risk shall not pass until delivery after unloading by the supplier or the transport company to the delivery address specified by us or upon acceptance. This shall also apply if our personnel assist with unloading.
16. Goods shall be accepted during business hours or during the goods acceptance times notified by us.

#### § 7 Force majeure, right of emergency production

1. Events that affect the contractual partners from the outside and prevent or impede the execution of the contract without the contractual partners having any influence over them are considered to be force majeure (act of god, force majeure). Force majeure may arise in particular as a result of war, fire, illnesses and health risks, industrial disputes, operational and traffic disruptions, orders from higher authorities, and shortages of raw materials, materials or energy. In cases of impending or existing force majeure, the contracting parties shall negotiate the reorganisation of the contractual obligations. This applies in particular if events of force majeure lead or may lead to damage. This may involve, for example, damage caused by delay or claims for damages by customers in the subsequent supply chain. In particular, the parties will take into account the statutory distribution of liability in cases of non-performance or late performance, according to which claims for damages are regularly dependent on fault. In particular, the necessity of a temporary or permanent non-delivery will be negotiated, as well as the possibilities of a short delivery, a late delivery or a different delivery. Different deliveries include, for example, changed material specifications and a change of suppliers or raw materials. The parties shall inform each other proactively about the start, nature and end of the disruption to performance.
2. If an event of force majeure occurs at the supplier or its subcontractors or sub-suppliers that has prevented the supplier from providing the contractual performance owed to us for more than four weeks, we shall be entitled to have the contractual products or the commissioned service produced or performed by ourselves or by third parties. However, this is subject to the proviso that, due to this disruption of performance, we ourselves are unable to fulfil our delivery or performance obligations to third parties and that both we and the commissioned third parties have previously concluded a confidentiality agreement with the obligation to use the confidential information provided only for the manufacture of the contractual products or the performance of the service. In this case, the supplier shall, at our request, immediately surrender to us all tools necessary for the production of the contractual products or the performance of the service, insofar as these are not available on the open market, as well as all necessary documents, drawings, samples and other records and information, and shall support us appropriately in the relocation of production or performance of the service to the extent reasonable for the supplier, and shall grant us a transferable, royalty-free, non-exclusive, irrevocable right of use, limited to the

duration of the force majeure plus a reasonable period for the start of production at the supplier's premises.

## § 8 Quality requirements

1. Our minimum expectation of the supplier's quality management system is certification according to DIN EN ISO 9001 in its currently valid version.
2. The supplier warrants that it will take and implement all necessary and appropriate quality assurance measures to ensure the quality of the deliveries and services.
3. The supplier shall select and monitor its subcontractors, taking into account their technical and qualitative performance.
4. The supplier shall monitor the application and effectiveness of its processes and its subcontractors by means of annual audits and shall give us the opportunity to participate in these audits.
5. Quality-related records must be kept in a secure, protected from access by third parties, legible form for at least 30 years after delivery of his products/provision of his services and made available to us at any time upon request.
6. By accepting the order, the supplier confirms the feasibility of the order under the agreed conditions.
7. To demonstrate a stable level of quality, the supplier shall carry out an annual requalification test starting from the date of the initial sample release.

## § 9 Material defects and defects of title

1. The statutory definition of defects shall apply. In particular, the supplier warrants that its products and services meet the statutory and official requirements, the technical standards and the current state of the art and the agreed qualities in text and drawings and are suitable for the purpose of use known to the supplier.
2. The supplier shall inform itself about the purpose of use of its products, services and work performances.
3. The supplier shall inform us without undue delay of any changes to its products, their deliverability, possible uses or quality caused by statutory regulations and shall agree suitable measures with us in individual cases. The same shall apply as soon as and insofar as the supplier recognises that such changes will occur.
4. The supplier shall label its delivery items in such a way that they are recognisable as its products and that the supplier is able to trace the products.
5. The supplier shall enclose with his deliveries factory test certificates and safety data sheets.
6. Furthermore, the supplier warrants that the services and deliveries provided by him are free of rights of third parties, in particular that they do not infringe any domestic or foreign industrial property rights of third parties.
7. Upon request, he shall name to us all industrial property right applications that he uses in connection with the delivered items or services. If the supplier discovers any infringement of intellectual property rights or applications for intellectual property rights, it shall notify us thereof without undue delay and without being requested to do so, and shall provide us with all information necessary for any defence against the claim. It shall also support us appropriately in defending against the claims at its own expense and provide us with all information necessary for any defence against the claim. It shall also support us appropriately in defending against the claims at its own expense.

## § 10 Claims for defects and compensation

1. Complaints mean additional work. For this reason, we reserve the right to charge an administrative processing fee of €150.00 per justified complaint. The supplier reserves the right to prove that the costs were lower, and we reserve the right to prove that the costs were higher.
2. We are entitled, at our discretion, to demand subsequent performance from the supplier, to withdraw from

the contract or to reduce the purchase price and to claim damages or compensation for wasted expenditure in accordance with the statutory provisions. In the context of subsequent performance, we are entitled to demand, at our discretion, either rectification of the defect or delivery of a defect-free item. The supplier is obliged to bear all expenses necessary for the purpose of remedying the defect, making a replacement delivery or remedying the damage, in particular transport, travel, labour, material and replacement costs. The provisions of Section 445a BGB on the reimbursement of expenses in accordance with Section 439 BGB shall also apply mutatis mutandis if we have delivered a defective item to our customer and the defect within this item originates from a product of our supplier.

3. If the supplier does not rectify the defect or provide a replacement delivery within a reasonable period set by us, or if the rectification of defects is impossible or fails, we shall be entitled to withdraw from the contract and claim damages in lieu of performance. If, due to particular urgency, it is no longer possible to notify the supplier of the defect and the impending damage and to set him a deadline, however short, for his own remedial action, we shall be entitled to remedy the defect ourselves or have it remedied by third parties at the supplier's expense.
4. If the same goods are repeatedly delivered in a defective condition, we shall be entitled, after a written warning and in the event of a further defective delivery, to withdraw from the contract, including for the unfulfilled scope of delivery.
5. Our claims for compensation or damages shall become time-barred in the case of a purchase contract 36 months after delivery of the products manufactured by us using the delivery items, but no later than 60 months after delivery to us, and in the case of services and work performance 60 months after acceptance of the service or work performance. This shall only apply to the extent that the law does not provide for a longer or later limitation period. If acceptance is delayed without the supplier being at fault, the warranty period shall be a maximum of 60 months after the delivery item has been made available for acceptance. The provision of Section 445 b BGB regarding the contractual limitation period shall also apply analogously if we have delivered a defective overall item to our customer and the defect within this overall item originates from a product of our supplier. The period of limitation in these cases is 3 years. The warranty period for defects in parts for buildings is 60 months after acceptance or commissioning. For parts that cannot remain in operation during subsequent performance or damage repair or otherwise be used in accordance with their intended purpose, the current warranty period shall be extended by the period of interruption of operation or use. The aforementioned limitation periods shall also apply in the event that the supplier has assumed a guarantee for its products, works or services.
6. Claims against the supplier due to defects in title of the products, services or works shall become time-barred five years after delivery to us or acceptance by us. This shall only apply to the extent that no longer or later limitation period is provided for by law.
7. If the supplier is clearly acting not only out of goodwill or to settle a dispute amicably, but in the knowledge that it is obliged to remedy the defect, taking into account in particular the scope, duration and costs of remedying the defect, the limitation period for parts subsequently delivered within the limitation periods shall begin to run anew from the time the replacement delivery is carried out. For parts repaired within the warranty period, the new start of the limitation period shall only apply to the original defect and the consequences of the repair.
8. The supplier shall, upon request, indemnify us against claims by third parties that arise from material defects in the delivery item or the services or work performed, unless the supplier can prove that it is not responsible for the defect. If claims are asserted against us due to strict liability towards third parties under non-waivable law, the supplier shall be liable to us to the extent that it would also be directly liable. The principles of § 254

BGB shall apply accordingly to the settlement of damages between us and the supplier.

9. The supplier shall indemnify us against third-party claims due to defects of title, unless he can prove that he is not responsible for the defect.
10. The limitation period for claims for indemnification is three years. It begins at the end of the year in which the claim arose and we became aware of the circumstances giving rise to the claim and the person of the debtor, or should have become aware of them without gross negligence. Any longer statutory limitation periods shall take precedence. The supplier shall be obliged to reimburse us for the costs and expenses incurred in connection with a recall or return action carried out to avoid personal injury or property damage that is the result of the defectiveness of the delivery item or the service or work performance provided.
11. The supplier shall be obliged to reimburse us for the costs and expenses incurred in connection with a recall or return action carried out to avoid personal injury or property damage in accordance with §§ 683, 670 BGB or in accordance with §§ 830, 840, 426 BGB, insofar as the recall was caused by a defective product or defective service provided by the supplier. We shall inform the supplier in advance of the content and scope of such a recall action, insofar as this is possible and reasonable for us in terms of time, and shall coordinate with him.

### § 11 Insurance cover

1. The supplier shall take out and maintain business and product liability insurance with a sum insured of at least €3 million for personal injury, property damage and product-related financial losses, as well as recall insurance for automotive parts in the case of deliveries to the automotive industry and, if not, general recall insurance, each with a sum insured of at least €1.5 million. The aforementioned insurance policies do not constitute any restriction of liability.
2. The scope of the product liability insurance must include the forms of cover of the extended product liability insurance, including the so-called optional coverages. The cover must also include damages abroad. Furthermore, the supplier must ensure that the costs of removal and installation are covered by the insurance as part of the supplier's legal obligation to provide subsequent performance.
3. The supplier shall submit these GPC to its product liability insurer for the co-insurance of the defect notification procedure described in § 5 of these GPC and the sections 5 and 10, as well as the indemnity obligation contained in section 10, subsection 8, to his product liability insurer or ask his insurer to confirm that the coverage is not prejudiced in accordance with clause 7.3 AHB and notify us if the insurer refuses to do so.
4. As proof of the existence of the aforementioned insurance, the supplier shall provide us with the insurer's confirmation of the aforementioned scope of cover (*certificate of insurance*) at the latest upon conclusion of the contract.

### § 12 Termination

Ordinary termination of fixed-term contractual agreements before the expiry of the term is not permitted, unless such termination has been contractually agreed. This also applies if the deadline is not determined by a date, but follows a contractually agreed event, such as the end of the customer's production. Termination for good cause in accordance with § 314 BGB remains unaffected.

### § 13 Non-disclosure

1. The supplier shall treat as business and trade secrets all commercial and operational-technical information made accessible to it by us on the basis of the business relationship and protect it from unauthorised access by third parties. This includes, in particular, all information contained in drawings, illustrations, calculations, lists, as well as in other documents and

electronic media relating to the development, design, functioning, composition and manufacture of products, technologies, know-how, projects, customer and supplier lists, contract data, personnel and remuneration structures, as well as calculations and price information.

2. The confidentiality obligation as defined in the above paragraph 1 does not apply to information that was already in the public domain at the time of disclosure or was already known to the public, or to information or aspects of the business relationship that were already known to the supplier or were made available to the supplier by an authorised third party or were developed by the supplier's employees independently of this information or had to be disclosed by the supplier due to an official or court order or legal obligation. The burden of proof for the existence of these exceptions is based on the statutory provisions.
3. The supplier is obliged to maintain confidentiality for a period of five years even after the business relationship with us has ended.
4. Duplication of the items provided to the supplier is only permitted within the scope of operational requirements and copyright provisions.
5. None of the information concerning the business relationship is intended for third parties. Disclosure of our order to third parties, even in part, is only allowed with our prior written consent; the supplier shall obligate the third parties to confidentiality by means of a similar agreement.
6. The supplier may only use our business relationship for advertising purposes with our prior written consent.
7. Items that we provide to the supplier remain our property. Items that are manufactured on our behalf become our property. These may only be delivered to third parties with our express prior written consent.
8. Transferring an order to third parties without our consent is prohibited. Such action entitles us to withdraw from the contract and to claim damages.
9. The supplier shall not directly or indirectly conduct business with our customers that corresponds to the subject of the order.
10. Products that correspond to our order and are not intended for a specific application but rather for a general specification may not be delivered to third parties.

### § 14 Means of production

1. Manufacturing equipment that we provide, plan or pay for, such as models, matrices, templates, samples and tools, remain our property or become our property. They may not be used for deliveries to third parties, duplicated, sold, assigned as security, pledged or passed on in any other way. The same applies to the delivery items manufactured with the help of these means of production. The supplier is obliged to use the means of production exclusively for the manufacture of the contractual products we have ordered.
2. If items belonging to us are seized by third parties, the supplier is obliged to inform us of this in writing without delay. In the event of an attachment, the supplier shall inform the enforcement authority of the ownership structure of the items.
3. The supplier shall insure items belonging to us at replacement value at its own expense with a property insurer, taking out the widest possible cover (*all-risk cover, extended coverage*). The supplier shall assign to us its claims for compensation under this insurance.
4. The supplier is obliged to carry out any necessary maintenance and inspection work on the items provided, as well as all servicing and repair work, at its own expense and in good time.
5. Insofar as we provide items, we reserve ownership of these. Contractually agreed processing or remodelling by the supplier is carried out for us. If the reserved goods are processed, combined or mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the reserved goods to the other items at the time of processing, combining or mixing. If the processing, combining or mixing is done in such a way that the supplier's item is to be regarded as the main item, it is agreed that the supplier transfers proportional co-

ownership to us. This provision also applies if we refuse acceptance due to late or defective delivery or if we can refrain from further orders. In such cases, the provided items are to be made available to us free of charge. Offsetting is excluded.

6. Additional expenses due to material defects and dimensional deviations in the provided raw materials may only be invoiced to us after we have given our prior written consent to these additional expenses.
7. The supplier is obliged to check the provided items for obvious defects, such as identity, quantity and transport damage, when they are handed over and to notify us of any defects immediately. Defects in the items provided discovered during processing must be reported to us immediately upon discovery.
8. Insofar as the security interests to which we are entitled exceed the purchase price of all unpaid goods subject to retention of title by more than 15%, we will release a corresponding part of the security interests at the supplier's request.

## § 15 Retention of title

We do not recognise any extension or renewal of a reservation of title that goes beyond the supplier's simple reservation of title to the unprocessed supplier product stored with us, in particular after processing, combining or mixing with other goods and after selling the supplier product, unless it has been agreed with us in an individual contract.

## § 16 Compliance

1. The supplier shall ensure that its products, merchandise and services comply with the relevant statutory provisions, EU regulations, official regulations and standards in their current version. This applies in particular – where relevant – to the regulations of the corresponding EU directives transposed into national law, such as the Electrical and Electronic Equipment and Materials Ordinance (ElektroStoffV) (= EU Directive 2011/65/EU ('RoHS Directive'), the End-of-Life Vehicles Ordinance (AltfahrzeugV) (= EU Directive 2000/53/EC ('End-of-Life Vehicles Directive'), the REACH Regulation (Regulation EC No. 1907/2006) and the Packaging Act (VerpackG) (= EU Directive 94/62/EC ('Packaging Directive') and the new European Packaging Regulation (EU2025/40).
2. If justified claims are asserted against us for failure to comply with the supplier's obligations under paragraph 1 above, the supplier shall indemnify us against these claims at our request and compensate us for the damage incurred, unless the supplier can prove that he is not responsible for the breach of duty.

## § 17 Export and customs regulations

1. The supplier is obliged to inform us in his business documents of any (re-)export authorisation requirements for his goods under German, European and US export and customs regulations and the customs and export regulations of the country of origin of his products. For this purpose, the supplier shall provide the following information at least in its offers, order confirmations and invoices for the relevant items: export list number in accordance with Appendix AL to the German Foreign Trade and Payments Ordinance or comparable list items of relevant export lists; for US goods, the ECCN (Export Control Classification Number) in accordance with the US Export Administration Regulations (EAR); the trade policy origin of its goods and the components of its goods, including technology and software; whether the goods have been transported through the USA, manufactured or stored in the USA or produced using US technology; the statistical commodity code (HS Code) of his goods, as well as a contact person in his company to clarify any queries we may have.
2. At our request, the supplier is obliged to provide us with all further foreign trade data on its goods and their components in writing and to inform us immediately

before delivery of any products affected by these of any changes to the existing data.

3. The supplier also confirms that, in accordance with the EC and EU anti-terrorism regulations no. 2580/2001 and no. 881/2002 and no. 753/2011, it has no business contact with companies, firms, credit institutions, organisations or persons that are on the EU and/or US sanctions lists. This also applies to subsidiaries and branches of the supplier as well as to participations in third parties at home and abroad. Furthermore, the supplier is obliged to inform us immediately in writing of any positive results found during the check against the aforementioned sanction lists. In the event of the supplier having existing contacts, we shall be entitled, after appropriate examination, to terminate this contract and all other existing contracts with the supplier and to immediately discontinue existing business relationships without the supplier being able to derive any claims for damages from this.
4. The supplier shall inform us immediately if a delivery is subject to export restrictions in whole or in part under German or any other law.

## § 18 Proof of origin

1. The supplier shall provide the proofs of origin requested by us with all the necessary information and shall make them available to us duly signed without delay.
2. The supplier shall inform us in writing without delay and without being requested to do so if the information in the proofs of origin for the delivered goods is no longer correct.
3. The same shall apply to VAT-related evidence for foreign and intra-Community deliveries.
4. The supplier shall inform us immediately if a delivery is subject to export restrictions under German or any other law, in whole or in part.

## § 19 Social and ecological responsibility

1. We attach great importance to social and ecological responsibility in our business activities. Our suppliers are therefore obliged to comply with the respective legal regulations for dealing with employees, environmental protection and occupational safety and to make every effort to reduce adverse effects on people and the environment in their activities. The aim is for our suppliers to set up and develop a management system in accordance with ISO 14001. Furthermore, our suppliers are obliged to follow the principles of the UN Global Compact Initiative and the UN Guiding Principles on Business and Human Rights, in particular with regard to the protection of international human rights, the right to collective bargaining, the abolition of forced and child labour, the elimination of discrimination in respect of employment and occupation, responsibility for the environment and the prevention of corruption. Further information on the UN Global Compact Initiative is available at [www.unglobalcompact.org](http://www.unglobalcompact.org).
2. The supplier shall comply with the aforementioned principles and pass them on in its supply chain, and shall notify us immediately of any violations of these principles.
3. In the event that the supplier repeatedly violates these principles, we shall be entitled to withdraw from existing contracts or to terminate them without notice for good cause.
4. Insofar as there is no existing legal obligation, the supplier shall observe the mandatory ESG reporting in accordance with the environmental, social and governance criteria for evaluating the sustainable and ethical practices of companies and shall supplement its annual reports with information on these criteria.

## § 20 Place of Jurisdiction, Place of Performance, Applicable Law

1. The place of jurisdiction shall be, at our discretion, the court having jurisdiction over our place of business or the supplier's place of jurisdiction.

2. The place of performance shall be the place to which the goods are to be delivered in accordance with the contract. The place of performance for payments shall be our place of business.
3. The law of the Federal Republic of Germany shall apply exclusively to the contractual relationships with us and our suppliers. The United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (UN Sales Convention; CISG) shall apply to cross-border deliveries.
4. Should individual parts of these General Terms and Conditions of Purchase be invalid, the validity of the remaining provisions shall not be affected.

#### § 21 Data protection

We will treat all of the supplier's data exclusively for the purposes of the business transaction and in accordance with the provisions of the applicable data protection regulations. The supplier also has a right of access to the personal data collected, processed and used by us.

#### § 22 Information security

1. The supplier is obliged to implement appropriate technical and organisational measures in accordance with the current state of the art to ensure the confidentiality, integrity and availability of all information processed in the course of the business relationship.
2. To protect its information and data from threats such as cyber attacks, loss and theft, the supplier shall establish and maintain an information security management system (ISMS) in accordance with ISO 27001.
3. The supplier is obliged to treat as confidential all sensitive data transmitted or processed in the context of our cooperation and to protect it from unauthorised access, manipulation, loss or theft.
4. In the event of a security breach (e.g. cyber attack, data leak), the supplier must inform us immediately, at

the latest within 24 hours of discovering it, about the nature of the incident and the measures taken.

5. The supplier shall ensure that its employees receive regular training on information security and data protection.
6. The supplier shall not disclose any business or customer data to third parties or use it for purposes other than those agreed without our express consent.
7. We reserve the right to carry out regular security audits or have them carried out by third parties to verify compliance with the information security requirements.

#### § 23 Contact details

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