

# **General Terms and Conditions of Purchase of EFCO Maschinenbau GmbH, PO Box 1000527, D-52305 Düren**

## **Section 1 Scope**

Our General Terms and Conditions of Purchase set out below (hereinafter 'GTP') apply only in relation to businesses within the meaning of Section 310 of the German Civil Code (BGB) and apply to all contracts for deliveries and services to be provided to us, unless differing written agreements or agreements in electronic form (Section 126a BGB) have been made. These terms and conditions also apply to all future transactions between the contracting parties, without the need to expressly refer to them again in each individual case.

The Supplier's general terms and conditions of business only apply insofar as EFCO has expressly agreed to them in writing or in electronic form (Section 126a BGB). EFCO's silence in response to the Supplier's submitted terms and conditions of delivery shall not be deemed to constitute acceptance.

## **Section 2 Conclusion of Contract and Contract Amendments**

Purchase contracts and any subsequent amendments thereto must be made in written or electronic form (Sections 126, 126a BGB), unless differing arrangements are agreed in an individual case. Oral agreements must be confirmed by EFCO in writing or in electronic form, unless otherwise agreed in an individual case.

## **Section 3 Prices**

Unless otherwise agreed, the following shall apply:

All prices stated in the order are fixed prices and are exclusive of the statutory VAT applicable at the time the invoice is issued. In the event of significant changes in material and/or labour costs, negotiations on a price adjustment may be requested after a period of four months from the conclusion of the contract. Unless otherwise agreed, the Supplier shall bear the shipping costs, in particular packaging and handling charges, as well as the costs of collecting and disposing of the packaging.

The prices include everything the Supplier must provide in order to fulfil its performance obligations at the agreed place of performance. All prices stated include all incidental costs arising, such as costs for technical processing by the Supplier, materials to be supplied, wages and ancillary wage costs, including in particular the Supplier's travel and accommodation expenses.

## **Section 4 Payment Terms**

The purchase price/remuneration shall become due for payment 30 days after delivery of the goods/provision of the service and receipt of the invoice. If payment is made within 14 days, EFCO shall be entitled to deduct 2 % from the net price. Advance payments shall only be made if agreed in writing.

## **Section 5 Invoicing**

Invoices must be submitted separately for each order or each assignment. Invoices shall only become due for payment once the Supplier has enclosed EFCO's verifiable delivery notes in addition to the order number and article number. VAT must be shown separately even for invoice amounts below € 100.00.

EFCO's acceptance of the delivered goods and/or their payment shall not constitute acknowledgement and shall be subject to invoice verification and the assertion of claims for defects and/or claims for damages. If an objection concerns one or more invoice items and EFCO therefore still has claims arising from incomplete or defective performance, EFCO shall be entitled to withhold due payments without the Supplier having any right to claim penalties or default interest. Assignments of claims against EFCO shall only be permissible with EFCO's prior written consent.

Without EFCO's written consent, the Supplier shall not be entitled to assign the claims to which it is entitled under the supply relationship with EFCO or to have them collected by third parties.

## **Section 6 Dispatch and Inspection Obligations**

The Supplier undertakes to choose the most economical freight option.

Each consignment must be accompanied by the relevant delivery notes, which must state EFCO's order number as well as the article and item number of the order.

The Supplier bears the risk of dispatch.

For exchangeable or loaned load carriers, the Supplier undertakes to arrange collection or exchange directly via the freight forwarder, for example in the case of pallets or mesh boxes. If an exchange would have been possible, separate invoicing is excluded.

Upon receipt of products, EFCO shall promptly check whether they correspond to the ordered quantity and type and whether any externally visible transport damage or externally visible defects are present. EFCO has no further inspection obligations.

## **Section 7 Order Number and Delivery Location**

EFCO's order number and article number, as well as the delivery location, must be stated on dispatch notifications, delivery notes, consignment notes, express shipment documents and invoices.

## **Section 8 Delivery Period**

The Supplier must notify EFCO without delay of any impending delays in delivery as soon as they become known, but before the expiry of the delivery period, stating the reasons and the expected duration of the delay. Neither the notification nor EFCO's silence in response to it shall constitute acceptance of the new delivery date.

If the agreed dates and delivery periods are not met, EFCO shall be entitled to withdraw from the contract and to claim damages in lieu of performance (Section 281 BGB) or, alternatively, reimbursement of wasted expenditure (Section 284 BGB), provided that EFCO has granted the Supplier a reasonable period for performance which has expired without success, unless the Supplier is not at fault. All costs and losses arising from delayed delivery shall be borne by the Supplier if it is in default, unless the Supplier is not at fault. In addition, where the Supplier is responsible for exceeding the agreed delivery or completion date, the Supplier undertakes to pay a contractual penalty of one per cent of the agreed net contract sum for each calendar week of delay, up to a maximum of five per cent of the net contract sum. The right to claim damages exceeding this amount is not excluded. EFCO may assert the contractual penalty up to the time of final payment. If the delivery or completion date is postponed due to circumstances for which EFCO is not responsible, the contractual penalty shall apply in the event of the Supplier exceeding the new date for reasons attributable to it.

## **Section 9 Claims for Defects**

The Supplier is, without limitation and irrespective of fault, responsible for providing the delivery and/or service and for procuring all supplies and services required for that purpose.

EFCO's rights in respect of defects in the goods or service are governed by the statutory provisions, subject to the following provisions. EFCO is entitled, at its discretion, to demand either rectification of the defect or delivery of a defect-free item as subsequent performance. If rectification is required, the rectification shall be deemed to have failed after the first unsuccessful rectification attempt. The Supplier shall bear the expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs, as well as the costs incurred for removal and installation of the delivered goods in the course of subsequent performance.

EFCO is entitled to withdraw from the contract and to claim damages in lieu of (full) performance even in the case of only a minor deviation from the agreed quality or only minor impairment of usability.

In urgent cases, EFCO shall be entitled, after prior notification to the Supplier, to remedy the defect itself, to have it remedied by third parties, or to procure a defect-free item itself in order to avert significant damage or danger to other legal interests, and to demand reimbursement of the necessary expenses from the Supplier.

The limitation period for EFCO's claims and rights arising from defects in the delivery or service – irrespective of the legal basis – is 24 months. This period also applies insofar as the claims do not relate to a defect. With regard to the defect leading to subsequent performance, the

# **General Terms and Conditions of Purchase of EFCO Maschinenbau GmbH, PO Box 1000527, D-52305 Düren**

limitation period shall recommence upon completion of the subsequent performance measure.

Longer statutory limitation periods remain unaffected, as do the more extensive statutory provisions on suspension of expiry, suspension and commencement of limitation periods.

## **Section 10 Intellectual Property Rights and Product Liability**

The Supplier guarantees that all deliveries are its unrestricted property, free from third-party rights, and that no third-party intellectual property rights, such as patents or licences etc., are infringed. This also applies to intellectual property rights published abroad.

The Supplier is obliged to indemnify EFCO and its customers on first demand against any claims by third parties arising from infringements of intellectual property rights or other rights, and to reimburse all costs associated with such claims.

These claims exist irrespective of any fault on the part of the Supplier.

Furthermore, the Supplier shall indemnify EFCO against any claims asserted by an EFCO customer based on advertising statements made by the Supplier, the manufacturer within the meaning of Section 4(1) or (2) of the German Product Liability Act (PHG), or an agent of any of the aforementioned, where such claims would not exist, or would not exist to the same extent, without the advertising statement. This provision applies regardless of whether the advertising statement was made before or after the conclusion of this agreement.

## **Section 11 Confidentiality**

The contracting parties undertake to treat as trade secrets all non-obvious commercial and technical matters that become known to them through the business relationship, and to also impose the confidentiality obligation on their employees and subcontractors. This obligation shall continue beyond the termination of the business relationship.

The Supplier shall keep confidential all information provided to it, such as drawings, documents, findings, samples, production equipment, models, data carriers, etc., shall not make such information accessible to third parties without EFCO's written consent, and shall not use it for purposes other than those specified by EFCO. Where subcontractors are themselves bound to the Supplier by a confidentiality agreement, EFCO's consent to the disclosure of the data, products and samples absolutely necessary for fulfilment of the order may be dispensed with.

EFCO shall retain ownership and all other rights (e.g. copyrights) to the information provided by EFCO. Copies of such information, within the meaning above, shall become the property of EFCO upon their creation.

## **Section 12 Software**

EFCO shall receive, for operation and maintenance purposes, a perpetual, irrevocable and non-exclusive right to use the software supplied by the Supplier. EFCO may copy the supplied software for internal use and may modify it during the warranty period. For this purpose, the Supplier shall provide EFCO with the source code of the software. Standard software from third-party companies is subject to separate licence conditions. The Supplier is obliged to inform EFCO of the licence conditions and to provide EFCO with the licences and the corresponding proof.

## **Section 13 Data Protection**

The contracting parties further undertake to comply with the data protection regulations applicable to personal data. If the Supplier obtains access to personal data in the course of performing the contractual services, it shall comply with the applicable data protection provisions. The Supplier warrants that it will protect personal data in accordance with the state of the art.

If the Supplier processes personal data on behalf of EFCO, the required data protection agreement must be concluded, using the version provided by EFCO for this purpose.

The Supplier warrants that the processing of personal data attributable to EFCO shall take place only within the territory of the Federal Republic of Germany or a Member State of the European Union.

## **Section 14 Transfer of Risk and Retention of Title**

Irrespective of the pricing arrangement and the mode of transport, the risk shall pass to EFCO upon acceptance of the machines/systems or parts thereof. Until successful acceptance of the machines and systems by EFCO, the Supplier undertakes to insure the machines/systems against external influences such as fire, theft, etc.

Retention of title by the Supplier shall apply only insofar as it relates to EFCO's payment obligations for the respective machines/systems or parts thereof to which the Supplier retains title. In particular, extended or prolonged retention of title is not permitted.

Any retention of title asserted against EFCO shall expire upon payment to the Supplier. The Supplier undertakes to transfer unrestricted ownership of the contractual items to EFCO.

## **Section 15 Place of Performance and Jurisdiction**

For all rights and obligations arising from this contract, Düren shall be the place of performance and the place of jurisdiction for both parties. German law applies, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

## **Section 16 Statutory Minimum Wage (MiLoG), Posted Workers Act (AEntG), Prohibition of Illegal Employment**

The Supplier is obliged to ensure that the employees deployed by it or its subcontractors in the performance of this contract receive the statutory minimum wage under the Minimum Wage Act (MiLoG) or, where the services to be rendered fall within the scope of the Posted Workers Act (AEntG), the respective minimum remuneration prescribed therein, and that they are granted the working conditions to which they are entitled. The Supplier must also comply with all other collective and statutory obligations to pay contributions to social security institutions, employers' liability insurance associations and other bodies. Furthermore, the Supplier is obliged to ensure contractually that its subcontractors comply with these provisions, and to require them in turn to impose the same obligations on their subcontractors.

Insofar as justified claims are asserted against EFCO for non-compliance with these obligations, the Supplier shall indemnify EFCO against such claims and demands and shall compensate EFCO for any loss arising therefrom.

The Supplier shall refrain from any form of illegal employment.

## **Section 17 Severability**

Should individual provisions of these terms and conditions be or become invalid, or contain a gap in the provisions, the terms and conditions as a whole shall remain unaffected. In such a case, the contracting parties undertake to replace the invalid provisions or to fill the gap in the terms and conditions with a provision that most closely reflects the economic intent of the parties.

Status: June 2026