

GENERAL CONDITIONS OF PURCHASE

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ALL HEREINAFTER COLLECTIVELY REFERRED TO AS "COMPANIES"

1. GENERAL

The following terms and conditions of purchase shall apply exclusively to all our orders and contracts, including future orders and contracts. Any amendment to these Terms and Conditions of Purchase shall require our written confirmation in order to be effective. Any conflicting terms and conditions are hereby expressly rejected. They shall not be recognized even if we do not expressly object to them again after receipt by us.

The supplier acknowledges the sole validity of our terms and conditions of purchase at the latest upon execution of the order, even if he refers to his own terms and conditions. Acceptance of the supplier's deliveries and/or payment thereof shall not constitute consent to the supplier's terms and conditions.

2. OFFERS, ORDERS

2.1 Offers of the supplier are binding for him. They are non-binding for us.

2.2 Remuneration for visits or the preparation of offers, projects, etc. will not be paid by us.

2.3 A supply contract shall be concluded by our written order on the basis of these Terms and Conditions of Purchase and the prices agreed with the supplier, but at the latest with our order confirmation. Our orders do not require separate acceptance by the supplier. The supplier shall point out obvious errors (e.g. spelling and calculation errors) and incompleteness of the order including the order documents to us for the purpose of correction or completion before acceptance; otherwise the contract shall be deemed not to have been concluded. contract shall be deemed not to have been concluded.

3. PRICES

3.1 The prices agreed with the supplier are fixed prices and exclude subsequent claims of the supplier of any kind.

3.2 Costs for packaging and transport to the shipping address or place of use specified by us as well as for customs formalities and customs duties are included in the prices.

3.3 The supplier shall only have a right of set-off or retention on the basis of counterclaims that have been legally established or are undisputed.

4. DELIVERY

4.1 Delivery is always free to the ordering company's factory or, if separately requested, free to the recipient's address specified by us.

4.2 The risk of accidental loss and/or damage of the goods to be delivered to us shall only pass to us upon delivery.

- 4.3 Each delivery shall be made taking into account the goods acceptance times and shall be announced to us immediately after execution by a written notice of dispatch, precisely itemized according to type, quantity and weight.
- 4.4 Our order number must be stated on dispatch notes, waybills, invoices and all correspondence with us. Each shipment to us must be accompanied by a corresponding delivery bill. If the delivery bill is missing or incomplete, Marantec shall not be responsible for any resulting delays in processing and payment.
- 4.5 The supplier's obligation to take back packaging shall be governed by the statutory provisions. The goods shall be packed in such a way that transport damage is avoided. Packaging materials shall only be used to the extent necessary to achieve this purpose. Only environmentally friendly packaging materials may be used.
- 4.6 If packaging is invoiced to us separately according to a separate agreement, we shall be entitled to return this packaging to the supplier carriage paid after receipt of the corresponding delivery, provided it is still in good condition, against payment of 2/3 of the invoice amount attributable to the packaging.
- 4.7 The supplier provides Marantec with a certificate of origin for deliveries outside the EU, which confirms that the deliveries and services comply with the rules of origin for preferential traffic. For deliveries within the EU, the supplier creates a long-term supplier declaration and makes this available to Marantec annually without being asked.

5. DELIVERY DATES

- 5.1 The agreed delivery dates are binding.
- 5.2 The receipt of the goods at the receiving point specified by us shall be decisive for compliance with the delivery dates.
- 5.3 If the supplier recognizes that an agreed deadline cannot be met, the supplier must inform us immediately in writing, stating the reasons and the expected duration of the delay.
- 5.4 In the event of non-compliance with the delivery date, we shall be entitled, after setting a reasonable grace period, to withdraw from the contract and/or to claim damages instead of performance. Within the scope of damages, we shall be entitled to demand compensation for expenses frustrated as a result of the non-delivery and other damages, including damages caused by delay.
- 5.5 Partial deliveries are only permissible on the basis of a written agreement.

6. QUALITY

- 6.1 The supplier guarantees that its goods comply with the relevant statutory provisions, the agreed technical requirements and relevant technical standards. The supplier shall ensure this in each case by means of suitable testing measures prior to delivery. To this end, the supplier shall carry out quality assurance appropriate to the type and scope of the delivery and in accordance with the latest state of the art and shall provide us with evidence of this upon request.
- 6.2 The Supplier further warrants that its goods are free from third party intellectual property rights and that no patents or other industrial property rights of third parties are infringed by the goods and their use.
- 6.3 If the goods to be delivered are changed in their composition, the recipe or quality, the supplier shall inform us immediately. The same applies to the change and/or outsourcing of production steps.

7. LIABILITY FOR MATERIAL DEFECTS AND DEFECTS OF TITLE

- 7.1 The Supplier's liability for defects shall be governed by the statutory provisions, unless otherwise stipulated below.

- 7.2 Our claims for material defects and defects of title shall become statute-barred 36 months after delivery of the goods in question.
- 7.3 If we give notice of defects, the statute of limitations for claims for defects resulting therefrom shall be suspended until the notice of defects has been dealt with by the supplier.
- 7.4 If defects in the delivered goods cannot be remedied by the supplier within a reasonable period set by us, at our discretion, either by remedying the defect or by delivering goods free of defects, we may either reduce the agreed delivery price or withdraw from the delivery contract. In addition, we may claim damages in lieu of performance. Damages in lieu of performance shall include the loss incurred by us as a result of the defective delivery as well as any frustrated expenses incurred by us as a result. Subsequent performance shall also include the removal of the defective goods and their re-installation, provided that the goods have been installed in another item or attached to another item in accordance with their nature and intended use. Our statutory claim for reimbursement of corresponding expenses shall remain unaffected. The Supplier shall bear the expenses necessary for the purpose of inspection and subsequent performance even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified request for rectification of defects shall remain unaffected; in this respect, however, we shall only be liable if we recognized or were grossly negligent in not recognizing that there was no defect.
- 7.5 If claims for damages are asserted against us by our customers and/or third parties due to defects of the delivered goods, the supplier shall indemnify us against such claims and reimburse us for any further damage resulting therefrom, including the costs of a recall action required due to such defects. The recall costs to be reimbursed shall in particular also include the costs of our personnel entrusted with the implementation of the recall action.
- 7.6 If defects in the delivered goods are not remedied by the supplier within a reasonable period set by us or if our complaint is rejected, we shall be entitled to have the defects remedied at the supplier's expense.
- 7.7 Our incoming goods inspection is limited to the random inspection of the goods according to type and quantity. Defects occurring within the scope of the incoming goods inspection or later can be notified by us to the supplier within a period of 10 working days. Working days are all weekdays except Sunday and except all national holidays in Germany.

8. OUR LIABILITY

- 8.1 We are liable in case of intent and gross negligence as well as in case of injury to life, body and health also in case of negligence.
- 8.2 Our liability is limited to the compensation of the foreseeable damage.

9. LIABILITY SUPPLIER

The supplier shall be liable in accordance with the statutory provisions. The expenses to be reimbursed by the supplier as a result of defective delivery shall also include the costs of recall actions by our companies. The supplier shall be informed of the content and scope of recall measures - to the extent possible and reasonable - and shall be given the opportunity to comment. Further legal claims shall remain unaffected.

10. TRANSFER OF OWNERSHIP

- 10.1 Ownership of delivered goods shall pass to us upon delivery of the goods.
- 10.2 The supplier shall ensure in each case that no third party rights exist to the delivered goods, in particular no reserved property.

11. NO ASSIGNMENT OF RECEIVABLES

Claims against us arising from orders placed by us may not be assigned by the supplier to third parties.

12. INSURANCE

12.1 The supplier shall maintain sufficient business liability insurance, including coverage for recall costs, for as long as it has a business relationship with us. Deductibles of more than EUR 10,000 per insured event are not permitted.

12.2 The existence of business liability insurance, including coverage for recall costs, must be proven to us in a suitable form upon request, for example by means of a current insurance confirmation.

13. OUR DOCUMENTS

13.1 All documents, samples, models and drawings ("**Documents**") made available to the Supplier by us shall remain our property; only simple rights of use shall be granted in each case for these Documents, which may be withdrawn from the Supplier at any time.

13.2 These documents must be carefully stored by the supplier and protected from access by third parties; they may not be made accessible to third parties under any circumstances, either in whole or in part.

13.3 Upon our request, at the latest upon termination of the business relationship with the supplier, these documents shall be returned to us by the supplier without delay. Copies of the documents may not be retained by the supplier; these must be destroyed at the supplier's expense.

14. JURISDICTION

The exclusive place of jurisdiction shall be the Regional Court of Bielefeld. We shall also be entitled to assert our claims against the supplier at the supplier's general place of jurisdiction.

15. FINAL PROVISIONS

15.1 The laws of the Federal Republic of Germany shall apply to these Terms and Conditions of Purchase and the supply contracts concluded with the Supplier.

15.2 Should individual parts of these Terms and Conditions of Purchase be or become void, invalid and/or unenforceable, the validity of the remaining Terms and Conditions of Purchase and/or the supply contracts concluded with the Supplier shall not be affected thereby. Instead of a void, invalid and/or unenforceable provision, the valid and enforceable provision that comes closest to the void, invalid and/or unenforceable provision shall be deemed agreed. This shall apply accordingly to the filling of unintended loopholes in these Terms and Conditions of Purchase.

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