



General Terms and Conditions of Purchase

General Terms and Conditions of Purchase as of: 4th of January 2024

of **IPCS GmbH Innovative Paint & Conveyor Systems**

hereinafter referred to as “**IPCS GmbH**” for contracts with suppliers.

1. Offers, Orders and Order Confirmations

1.1 These Terms and Conditions of Purchase are part of the purchase contract and apply to all orders, unless otherwise agreed in writing in individual cases. Different or deviating terms and conditions of delivery of the supplier are not recognized unless IPCS GmbH has expressly and in writing consented to them in individual cases.

1.2 Unless otherwise agreed, the orders shall be made at fixed prices to the named delivery address. Shipping and transport risks shall be borne by the supplier. Any correspondence shall be provided with the order details.

1.3 Orders shall be confirmed by the supplier in writing or electronically within 5 working days of receipt. After the end of this period, IPCS GmbH will no longer be bound by this order. The supplier is not entitled to change the scope of the order.

2. Manufacturer's Declaration and Other Documentation

2.1 Pursuant to the applicable Machinery Directive 2006/42/EC, suppliers are required to present, in a written form, a manufacturer's declaration or conformity certificate or type approval certificate, pursuant to 94/9/EC, for the ordered machines, equipment, units as well as plant components, in accordance with the order details.

2.2 Further documentation shall be carried out in accordance with valid statutory provisions or written agreement (contract).

3. Import and Export Regulations, Custom

3.1 For deliveries and services, which are from a country outside the EU, the supplier shall provide the supplier's EU VAT identification number.

3.2 Imported goods shall be delivered duty paid. The supplier is obliged, under Regulation (EC) No 1207/2001 and at the expense of the supplier, to provide declarations and information required, to allow for checks by the customs authority and to provide required official confirmations.

3.3 The supplier is obliged to comprehensively inform us in writing about any approval requirements for (re-) exports in accordance with German, European and US export and tariff provisions as well as export and customs regulations of the country of origin of the goods and services.

4. Prices, Invoices and Payments

4.1 The invoices shall indicate the net value of goods and the rate of sales tax, stating the tax rates, separately. Invoices shall correspond in terms of parlance/wording, order of the text and the prices of the order. Any additional or reduced services shall be included in a separate invoice.

4.2 Invoices are to be delivered at the earliest on the day of receipt of the goods, separate from the delivery of goods. Under no circumstances may they be attached to the shipment or accompany it. Payments shall be made to the supplier's account and are subject to verification and recognition of the contractually stipulated performance.

4.3 In addition to the value added tax identification number, the supplier shall clearly record the tax number communicated to the supplier by the supplier's respective tax authorities on all invoices.

5. Deadlines

5.1 The delivery time starts on the day of order. If the supplier does not perform within the agreed delivery time, the supplier shall be liable in accordance with the legal regulations. Any agreed contractual penalty for the event of late performance/delivery remains unaffected thereof in the context of Article 340 (2) of the German Civil Code (BGB). As soon as the supplier realises that the service cannot be performed, or the delivery cannot be delivered in whole or in part, the supplier shall notify IPCS GmbH in writing, stating the reasons and the duration of the delay. The supplier's liability for damage caused by delay remains unaffected.

6. Defects

6.1 The delivery item shall comply with the specifications specified by IPCS GmbH and with the applicable DIN, VDE and similar regulations. The supplier warrants that the delivery item has no defects affecting its value or its suitability, and that it complies with the qualities/properties specified in the terms and conditions, as well as with the warranted characteristics, the generally accepted rules of technology, the latest regulations of the competent governmental authorities, the Equipment Safety Act, the applicable safety requirements and the health and safety and accident prevention regulations.

6.2 The supplier shall carry out an effective quality assurance program, maintain it and furnish proof to IPCS GmbH upon request. IPCS GmbH may, at any time, check the quality assurance procedures carried out by the supplier.

6.3 If the delivery item does not meet the contractually agreed-upon quality and/or quantity, IPCS GmbH may, at its option, exercise its rights. Subject to the modification of Article 377 of the German Commercial Code (HGB), IPCS GmbH reserves the right to file a complaint for a period of two weeks from receipt of the goods or discovery of hidden defects.

6.4 Unless otherwise agreed, the period of limitation is two years after acceptance of the delivery by IPCS GmbH.

6.5 In the case of complaints, the period of limitation for defects is extended by the period of time between the notice of defect and the complete removal of the defect. If the delivery item is replaced, the limitation period begins again. In the case of a partial renewal, this applies to the renewed parts. If a defect could only be determined through an analysis, IPCS GmbH is entitled to charge the supplier for this. Insofar as the analyses refer to the delivery item, IPCS GmbH may charge the costs of the analyses to the supplier; this does not apply if the supplier is not responsible for the defect. Furthermore, Article 203 of the German Civil Code (BGB) applies after the sending of the notification of defect by IPCS GmbH.

6.6 Supplementary performance shall be deemed to have failed if the first attempt of supplementary performance fails. The parts objected to by IPCS GmbH due to defects shall remain in the contractually stipulated possession of IPCS GmbH until the defect has been remedied.

6.7 In urgent cases as well as in the case of default or failure of the supplier in carrying out subsequent performance, IPCS GmbH may remedy the deficiencies at the expense of the supplier. The defective items shall always be returned at the supplier's expense.

7. Liability of the Supplier

7.1 The liability of the supplier includes liability for personal injury and property damage resulting from all breaches of duty. The supplier is liable, to unlimited amount, for all injuries/damage to body, health, property and workmanship suffered by IPCS GmbH and its customers, unless the supplier is not responsible for the injuries/damages.

7.2 The liability of the supplier under the German Product Liability Act (ProdHaftG) for all defective products remains unaffected by these provisions.

7.3 The technical guidelines for operational safety TRBS 2131 (formerly VBG 4) shall be observed.

7.4 The supplier is liable for ensuring that his delivery is free from the rights of third parties and that no patents or other property rights of third parties in Germany or abroad are violated by the supplier's deliveries or the supplier's contractual use thereof.

8. Rights, Obligations, Tests

8.1 Rights and obligations arising from this order and its execution may only be transferred with the written consent of IPCS GmbH. Claims of the supplier against IPCS GmbH may only be assigned with the written consent of IPCS GmbH. The supplier warrants that the delivery and use of the delivery item does not infringe patents, licenses or intellectual property rights of third parties.

IPCS GmbH's order documents and the resulting knowledge and experience shall be kept confidential.

8.2 Where the delivery item is expected to be tested, the supplier shall bear all material and personnel inspection costs. The supplier shall notify IPCS GmbH of the readiness for testing at least one week before the date of dispatch in writing and shall agree with IPCS GmbH on a test date. If repeated or if further inspections are required as a result of a failure to comply with the agreed deadline or due to identified defects, the supplier shall bear all material and personnel costs, including processing costs and other costs incurred by IPCS GmbH.

9. Environmental Protection

All laws, regulations, rules, standards and guidelines, threshold limit values as well as conditions and requirements of local authorities applicable at the place of performance are to be complied with

10. Deliverable and Service Object

10.1 The supplier shall send a dispatch notification for each individual shipment on the day of the shipment, separate from the goods and the invoice. The delivery shall be accompanied by the delivery note and packing slip. The supplier shall package, label and ship hazardous goods in accordance with national/international regulations. Accompanying documents shall be appropriately issued. The supplier is liable for damage and assumes the costs incurred through non-observance of these regulations. The supplier is also responsible for his subcontractors' compliance with shipping instructions.

10.2 All drawings, guidelines and other documents that IPCS GmbH makes available to the supplier for the manufacture of the delivery item remains the property of IPCS GmbH. They may not be used by or duplicated or made available to third parties by possession of IPCS GmbH until the defect has been remedied.

10.3 If assembly, maintenance, inspections, repairs etc. are carried out in the factory by the supplier, the safety and regulatory provisions of the factory apply to external companies. The supplier shall request these from IPCS GmbH before the start of work at the factory. The risk for this is borne by the supplier. The supplier is solely responsible for the property of the external company.

10.4 Personal data of the supplier are processed by IPCS GmbH under consideration of the German Data Protection Act.

10.5 By accepting this order, the above conditions are unconditionally accepted. Any contrary terms and conditions of sale, payment and delivery of the supplier are hereby expressly rejected.

10.6 Place of performance for all deliveries and/or services to be rendered by the supplier is the place of receipt/use specified by us.

11. Final Provisions

11.1 All agreements and orders will only become legally binding (also according to type and scope) if they are written or confirmed. This also applies to modifications of this written form requirement. The written form requirement can only be modified by mutual consent in writing.

11.2. The exclusive place of jurisdiction for all disputes arising directly or indirectly out of or in connection with the contractual relationship with the supplier - including certificates, bills of exchange or checks - is the registered offices of IPCS GmbH.

11.3 The law of the Federal Republic of Germany applies to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

11.4 The General Terms and Conditions of Purchase replace earlier versions with immediate effect for the future. Amendments, supplements or ancillary agreements to this contract are legally effective only in the written form, whereby the requirement of the written form cannot be waived even in individual cases. Should any provision of these General Terms and Conditions of Purchase or any provision of any other agreement be or become invalid, this shall not affect the validity of any other provisions or agreements. In this case, the parties shall replace the affected provision with an effective new agreement that is economically similar to the invalid provision.

Herrenberg / Germany, 4th of January 2024

IPCS GmbH