Purchasing terms and conditions of EFEN GmbH

1. In general

1.1. Supplier terms and conditions that deviate from or supplement these General Terms and Conditions of Purchase are not binding on the purchaser, even if the purchaser does not object or the supplier declares that it will only deliver on its own terms..

1.2. Orders and order confirmations, as well as any changes and additions, must be communicated in writing. This can be done via email or fax transmission. A subsequent signature may be required. Oral agreements or contract modifications after the conclusion of the contract are only effective if they have been confirmed in writing by the purchaser. Changes to bank details must be communicated both orally and in writing to prevent any form of fraud.

1.3. The complete transfer or partial subcontracting of the ordered service or delivery to third parties requires the written consent of the client.

1.4. Costs for goods- or freight-insurance are not covered by the purchaser.

2. Delivery date and place of performance

2.1. Upon receipt of the order, the supplier is obliged to send an order confirmation within 5 working days.

2.2. The agreed delivery date must be strictly adhered to. Early deliveries are only permitted with the consent of the purchaser.

2.3. If the supplier defaults, the purchaser is entitled to claim a contractual penalty of 0.5% of the net order value for each commenced week of delayed delivery. The claim is capped at a maximum of 5% of the net order value.

2.4. Further contractual or legal claims of the purchaser in the event of delayed delivery remain unaffected, in particular the claim for damages. Within the scope of its liability for damages, the supplier must also compensate the purchaser for contractual penalty and damage claims from the purchaser`s clients that they assert due to delivery delays.

2.5. The place of performance for deliveries or services of the supplier is the shipping address specified in the order. If no address is provided, the purchaser's address automatically applies as the place of performance.

3. Shipping and transfer of risk

3.1. Unless otherwise agreed, the shipping and packaging costs, customs duties, fees, and other charges shall be borne by the supplier. For prices quoted ex works or from the supplier's warehouse, shipment shall be made at the lowest possible cost unless a specific mode of transport is specified by the purchaser. For prices quoted free to the recipient, the purchaser may provide instructions regarding the mode of transport, carrier, or freight forwarder after the contract has been concluded. Any additional costs that may arise will be borne by the purchaser upon request by the supplier and specification of the amount.

3.2. Packing lists and delivery notes indicating the contents, order number, and other order identifiers must be included with each delivery. Additional quality test certificates must be sent unsolicited. If the required shipping documents are missing or incomplete for a delivery, the goods will be stored temporarily at the supplier's expense and risk at the purchaser's premises.

3.3. Upon receipt of the delivery at the specified shipping address, the risk and responsibility for the goods transfer to the purchaser.

4. Notification and Due Diligence Obligations

4.1. The supplier must inform the purchaser immediately if it becomes apparent that the goods/services are not suitable for the specified purpose.

4.2. Circumstances that jeopardize the adherence to agreed delivery dates must be promptly communicated to the purchaser in writing in order to clarify the further course of action.

4.3. Should there be any necessary changes in the material composition or structural design by the supplier, the purchaser must be informed of this in writing without delay. The changes require the purchaser's written approval.

4.4. The supplier must ensure that the deliveries and services comply with the applicable legal requirements of the Federal Republic of Germany, as well as with environmental protection, occupational safety regulations, accident prevention regulations, and safety-related rules. The supplier must provide information on any special handling and disposal requirements unsolicited with each delivery.

4.5. The supplier must inform the purchaser in writing within eight working days after receiving the order if the ordered goods require an export license according to the law of the respective country of origin. In this case, the purchaser reserves the right to withdraw from the contract. This also applies if incorrect information is provided. It is the supplier's duty to obtain and present all necessary export licenses and to bear the costs incurred for this.

4.6. The employees of the purchaser and the supplier must each be informed about and trained in the use and processing of sensitive data with possible access permissions in the shared

systems. In the event of the termination of the purchaser/supplier relationship, any permissions for system access, data processing, and transmission shall automatically expire immediately and must be fully returned to the purchaser.

4.7. The direct and indirect supply relationship, including with subcontractors, is based on a consistent level of mutual information security, including data protection, handling of personal data, intellectual property rights, and copyright.

5. Invoices

5.1. Invoices must be sent separately for each delivery to the address of the purchaser, including the order number and any other order identifiers, unless a different billing address is specified in the order.

5.2. For the submission of invoices, the general accounting email address: buchhaltung@efen.com should preferably be used.
Invoice duplicates must be marked as such. The value-added tax must be shown separately on the invoice. Invoices that are not properly issued will be returned to the supplier.

6. Payments

6.1. Payments shall be made, unless otherwise agreed, within 14 days with a 3% discount or within 30 days net.

6.2. The payment period begins upon receipt of the service, receipt of the invoice after the performance of the counter-service, or at a later agreed-upon date. A discount deduction is also permitted if the purchaser withholds goods due to defects.

7. Assignment and Pledge

7.1. The assignment or pledge of contractual claims is only effective with the written consent of the purchaser. The purchaser will not withhold this consent without good reason.

8. Liability for defects

8.1. The purchaser is entitled to the statutory claims for defects under the sales contract. The supplier guarantees that all the rules required under point 4 are complied with.

8.2. The purchaser can make claims for defects due to faulty delivery, incorrect delivery, or quantity errors within one month after the risk has passed. If a reportable issue only

becomes apparent after processing or use of the delivery, it can still be reported within one month after it is discovered by the purchaser.

8.3. The warranty period for defects is 30 months from the transfer of risk, unless the law or a separately concluded contract provides for a longer period.

8.4. For subsequent improvements, replacement deliveries, or services, the supplier ensures the warranty in the same manner as for the original delivery/service.

8.5. In the case of material defects, the purchaser can demand the rectification of the defect or the delivery of a defect-free item. The supplementary performance must be carried out by the supplier within a reasonable period after notification of the defect. The supplier bears all costs arising in connection with the detection and rectification of defects, even if they are incurred by the buyer.
In the event that subsequent performance fails, the purchaser – regardless of other claims – has the right to demand compensation instead of performance, withdraw from the contract, or reduce the purchase price, at their discretion. Subsequent performance is considered to have failed if the purchaser has set a reasonable period for the supplier to perform and this period has expired without success.

9. Liability, recall, insurance

9.1. If the purchaser is held liable for damages by its clients or third parties, the supplier shall indemnify the purchaser against such claims, provided that it caused the damage and is responsible for the act giving rise to the liability.

9.2. Within the scope of liability, the supplier is also obliged to reimburse necessary expenses resulting from the delivery of unsafe goods. The purchaser and the supplier coordinate with each other on the content and scope of the measures to be taken.

9.3. The supplier is obliged to promptly provide all necessary information and offer any assistance required to circumvent potential monitoring by a market supervisory authority. Any costs incurred by the supplier for this purpose will not be reimbursed.

9.4. The supplier is required to take out product liability insurance and present it upon request.

10. Industrial property rights

The supplier is liable for ensuring that its deliveries and services do not infringe any third-party industrial property rights.

11. Property of the purchaser

All models, samples, tools, manufacturing facilities, measuring and testing equipment, materials, drawings, company standard sheets, print templates, and similar items provided to the supplier remain the property of the purchaser. They are handled by the supplier with responsible care free of charge, marked as the purchaser's property, and used exclusively for the purchaser's deliveries and services. They may only be made accessible to third parties with the purchaser's written consent (confidentiality) and can be reclaimed by the purchaser at any time.

12. Spare parts

12.1. The supplier is obliged to provide spare parts for the period of expected technical use, but at least for 10 years after delivery, under reasonable conditions.

12.2. If the supplier discontinues the production of spare parts, they are obliged to give the purchaser the opportunity to place a final order and/or, upon request, to hand over all facilities and documents necessary for the production of the spare parts and to allow their free use.

13. References / Publications

The supplier may only use references or publications with the purchaser's prior written consent.

14. Minimum Wage Act

The supplier undertakes to comply with all obligations incumbent upon it in relation to the Minimum Wage Act. This also applies to subcontractors employed by the supplier. The purchaser may request corresponding evidence of compliance from the supplier. The supplier undertakes to indemnify the purchaser against any claims and costs arising from non-compliance by the supplier or by subcontractors engaged by it. In the event of a breach of the obligations under Section 13 of the Minimum Wage Act by the supplier, the purchaser is entitled to terminate the contract extraordinarily and without notice for good cause.

15. Place of jurisdiction and applicable law

15.1. If the supplier is a registered merchant, the place of jurisdiction is Uebigau-Wahrenbrück. The same place of jurisdiction applies if the supplier does not have a general place of jurisdiction in the Federal Republic of Germany at the time of initiating legal proceedings. However, the purchaser is entitled to bring a case before any legally competent court.

15.2. The law of the Federal Republic of Germany applies.

15.3. If the supplier is based outside of Germany, the United Nations Convention on Contracts for the International Sale of Goods (CISG) applies, with the following special provisions:

(a) Amendments or terminations of the contract must be made in writing.
(b) The supplier is also liable for damages that were unforeseeable at the time the contract was concluded in the event of a breach of contract.
(c) In the event of the delivery of non-conforming goods, the purchaser may demand replacement delivery if the non-conformity constitutes a material breach of contract. A breach of contract is considered material, among other instances, if the goods are manufactured or distributed only by the supplier and it is unreasonable for the purchaser for any other reason to acquire the goods from a third party.
(d) The purchaser may declare the termination of the contract in the event of a delivery of goods that is in breach of contract if the breach constitutes a material violation of the contract. A violation is considered material, among other things, if the damage cannot be estimated later or at all, if there is non-material damage, if the claim for damages is excluded, in the case of ongoing obligations if the trust in the reliability of the supplier is permanently disturbed, or if the breach of contract reaches a level that makes the sale of goods in the ordinary course of business no longer possible.

15.4. The purchasing conditions remain binding even if individual provisions are legally ineffective. Should a provision be wholly or partially ineffective, the contracting parties will promptly endeavor to achieve the intended result by other legally permissible means.

15.5. The German or English language is agreed upon as the contractual language. These General Terms and Conditions of Purchase are to be interpreted according to German legal understanding. If the legal meaning of a translation differs from the German legal meaning, the German meaning shall prevail.

Last update: 01.2026

signed by R. Auge
Managing Director

signed by K. Quitter
Head of Purchasing