

## GENERAL TERMS AND CONDITIONS OF PURCHASE (GTCP)

Version 03/2022

### PREAMBLE:

With regard to the business relationship between the two parties, it is necessary that the supplier and the contractor maintain a smooth and functional business relationship between themselves.

It is therefore necessary to establish common and binding provisions and agreements, in order to form a common basis for the business relationships that exist between the supplier and the contractor. This is supposed to be structured within the framework of the following agreement:

### I. Scope of application

These and the following general terms and conditions of purchase apply in full to any and all business relationships with one and/or all of the companies listed in the following sections or, as the case may be, their legal successors:

- a) GT GUMMI-TECHNIK GmbH, Salierstr. 24, 70736 Fellbach, HRB Stuttgart 261098, VAT ID: DE 147330713
- b) GTP GUMMI-TECHNIK-PLASTIK GmbH, Robert-Bosch-Str. 5, 71409 Schwaikheim, HRB 260574, VAT ID: DE 147330326

### II. Contents and conclusion of the contract

1. These general terms and conditions of purchase apply to all orders of goods and services, as well as the handling of the said orders (even in the future). Unless otherwise specified in these purchase conditions or the contract signed with the contractor, we do not recognise any provisions of the contractor that either run counter to these purchase conditions or deviate from them. Even if we take delivery of the goods without making an explicit objection, it cannot be assumed that this means that we have accepted the contractor's conditions. Even in the event that we conclude contracts on electronic platforms and the conclusion of the contract is only technically possible if we declare our agreement with the supplier's terms and conditions, this shall not constitute consent to the validity of these terms and conditions.

2. These General Terms and Conditions of Purchase (GTCP) shall only apply to companies, legal entities under public law or special funds under public law within the meaning of Section 310 (1) of the German Civil Code (BGB).

3. If special conditions that deviate from these conditions are agreed upon for a specific order, these general terms and conditions of purchase shall apply at a lower priority and on a supplementary basis.

4. The creation of offers is free and non-binding for us.

### III. Prices

1. The agreed prices are free to the place of receipt specified by us (please refer to the respective inquiry and order documents of our company) including freight, customs, packaging and ancillary costs. In the case of carriage forward delivery, we shall only bear the most favorable freight costs, unless we have specified a special type of shipment.

2. In all respects, the Incoterms® in their latest version shall apply.

### IV. Quality/environmental protection/social corporate responsibility

1. The supplier shall set up and maintain a documented quality assurance and environmental management system that is suitable in terms of type and scope and corresponds to the latest state of the art. He shall prepare records, in particular of his quality inspections, and make these available to us on request. The supplier hereby consents to quality/environmental audits to assess the effectiveness of its quality assurance and environmental management system by us or by one of our authorized representatives.

2. The supplier assumes social and economic responsibility for sustainable management and the safety of the supply chain. It is committed to ensuring that human rights are respected in the manufacture and delivery of products and in the provision of services, that relevant labor standards are observed and that discrimination and forced and child labor are not tolerated. Furthermore, the supplier undertakes not to tolerate any form of corruption or bribery or to engage in such in any way.

### V. Payment

1. In the absence of differing agreements, the following payment terms shall apply: We shall settle invoices that are received between the 1<sup>st</sup> and 15<sup>th</sup> days of a month on the 30<sup>th</sup>/31<sup>st</sup> day of the month in question, in conjunction with the deduction of a discount of 3%. We shall settle invoices that are received between the 16<sup>th</sup> and 30<sup>th</sup>/31<sup>st</sup> days of a month on the 15<sup>th</sup> day of the next month, in conjunction with the deduction of a discount of 3%. Otherwise, the settlement period shall amount to 90 days net. If the contractor's payment terms are more convenient for us, they shall be applicable.

2. Payment and discount periods begin at the time of receipt of the invoice. However, these periods do not begin before the goods or services have been received or accepted, respectively. If the scope of delivery covers documentation or similar data, the said periods do not begin before the items in question have been handed over to us in accordance with the contract.

3. Payments are made by bank transfers. The payment shall be considered to have been made in a timely fashion if the bank was instructed to carry out the transfer on the due date.

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All the information that is based on our standard business terms can be found on the internet at the following address: <http://www.gtp-gruppe.de>  
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4. Set-off and retention rights shall be due to us within the limits of statutory regulations.

5. Interest on maturity cannot be demanded. The default interest rate is 5 (five) percentage points above the base interest rate. In any event, we shall always be entitled to prove that the damage caused by delay was less than that claimed by the seller.

#### **VI. Delivery periods**

1. Agreed-upon delivery dates and delivery periods are binding. If a delivery is expected to be delayed, we should promptly be notified to that effect. At the same time, suitable countermeasures to avert the consequences of the delay shall be proposed to us.

2. The receipt of the goods by us shall be decisive for compliance with the delivery date or the delivery period, unless otherwise agreed in text form.

3. In case of a delayed delivery, we shall be entitled to raise the relevant legal claims. In particular, we shall be entitled to demand compensation for damages instead of the service in question after the expiry of a suitable grace period. Our claim to the delivery can only be excluded after the seller has paid compensation for the respective damages.

4. The unconditional acceptance of the delayed delivery or service shall not constitute a waiver of the claims for compensation to which we are entitled due to the delayed delivery or service or of any contractual penalty that may have been forfeited. This shall apply until full payment of the remuneration owed by us for the delivery or service concerned.

#### **VII. Retention of title**

1. The contractor's conditions shall apply in terms of his title retention rights, provided that the ownership of the goods in question passes over to us as soon as the goods have been paid for, and provided that the extended forms of the so-called current account retention and multiple reservation do not apply.

2. Based on the retention of title, the seller can only reclaim the goods if he has withdrawn from the contract.

#### **VIII. Execution of the deliveries and transfer of risk**

1. Even if the situation involves postage-free and free-domicile deliveries, the contractor bears the risk of accidental destruction and accidental deterioration until the goods have been handed over at the destination.

2. Partial deliveries require our approval.

3. Over-deliveries and short deliveries are only permissible within the customary framework.

4. Packaging costs shall be borne by the supplier, unless otherwise agreed in text form. If we bear the costs of packaging in individual cases, these shall be charged to us at the lowest possible rate. The obligation to take back packaging is governed by the German Packaging Act, with the proviso that the packaging is always taken back at our registered office, unless otherwise agreed. The costs for the return transportation and disposal of the packaging shall in any case be borne by the seller.

#### **IX. Incoming goods inspection/Complaints processing**

1. The supplier guarantees that the products are in line with the agreed-upon specifications and the approved samples. The warranty period amounts to a span of 24 months after delivery of the products. If the GTP group discovers defects in the products or deliveries during the goods receipt, further processing, processing or reprocessing phases, it shall, at its own discretion have the option of:

a) Returning the products or deliveries to the suppliers for rectification of the defects. In such a case, the supplier shall bear the transportation costs. In case of such a return, the supplier shall be obligated to promptly supply defect-free products or deliveries.

b) Repairing, rejecting or (after consultations) disposing of the products or deliveries at the expense of the supplier.

c) Asking for a price reduction.

2. In all cases (a-c), the service recipient may charge the supplier an additional lump sum of EUR 150.00 for administrative processing and handling costs incurred. Warranty claims and claims for damages against the Supplier on the basis of statutory provisions shall remain unaffected by this.

#### **X. Declarations of origin**

1. At our request, the supplier shall provide us with a free supplier's declaration on the preferential origin of the goods and/or a free certificate of origin on the non-preferential origin of the goods.

2. In the event that the supplier makes declarations on the preferential or non-preferential origin of the goods sold, the following shall apply:

a) The supplier undertakes to enable the verification of proofs of origin by the customs administration and to provide both the necessary information and any necessary confirmations free of charge.

b) The supplier is obliged to compensate the damage caused by the fact that the declared origin is not recognized by the competent authority as a result of incorrect certification or lack of possibility of verification, unless the supplier is not responsible for these consequences.

#### **XI. Liability for defects and limitation period**

1. The contractor must provide us with the goods free of material defects and defects of title. In particular, he shall be responsible to us for ensuring that his deliveries and services comply with the recognized rules of technology and the contractually agreed properties, standards as well as safety, occupational health and safety, accident prevention and other regulations. In addition, the seller assures to observe and comply with all national and international laws.

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2. The goods shall be inspected by us upon receipt only for externally recognizable transport damage, quantity and identity, at least on the basis of the delivery documents. Notifications of defects shall be deemed to have been made in good time if they are received by the Contractor by letter, fax, e-mail or telephone within ten working days of discovery. The period for the notification of defects shall commence at the time at which the defect was discovered. In this respect, the seller waives the objection of late notification of defects. The contractor must align its quality management system and its quality assurance measures with this reduced incoming goods inspection.

3. If the goods have a material defect, we shall be entitled to the statutory rights at our discretion. Rectification by the supplier shall be deemed to have failed after the first unsuccessful attempt. We shall also be entitled to withdraw from the contract if the supplier's breach of duty in question is only insignificant.

4. Our claims for defects shall become time-barred 36 months after the transfer of risk. They shall commence with the timely notification of defects within the meaning of No. 2 above. However, the Contractor's liability for defects shall in any case end ten years after delivery of the goods. This limitation shall not apply if our claims are based on facts which the Contractor knew or could not have been unaware of and which it did not disclose to us.

5. The contractor hereby assigns to us - on account of performance - all claims to which he is entitled against his suppliers on the occasion of and in connection with the delivery of defective goods or goods which lack warranted characteristics. He shall hand over to us all documents required for the assertion of such claims.

6. In the event of imminent danger, we shall be entitled to remedy defects ourselves at the contractor's expense after notifying the contractor accordingly.

7. We shall be entitled to our statutory rights of recourse within the supply chain (§§ 445 a, 445 b, 478 BGB) without restriction in addition to other claims for material defects. In particular, we are entitled to demand the same type of subsequent performance (rectification or replacement delivery) from the seller that we owe to our customer in the individual case. Our statutory right of choice (§ 439 para. 1 BGB) is not restricted by this. We shall also be entitled to the rights of recourse within the supply chain if the defective goods have been further processed by us or another entrepreneur, e.g. by installation in another product.

#### **XII. Product liability and recall**

1. In the event that claims are asserted against us on the basis of statutory product liability, the Contractor shall be obliged to indemnify us against such claims if and to the extent that the damage was caused by a defect in the subject matter of the contract delivered by the Supplier. In cases of strict liability, however, this shall only apply if the supplier is at fault. The indemnification obligation shall not apply if the claim is based on grossly negligent or intentional breach of duty on our part. If the cause of the damage lies within the area of responsibility of the contractor, he shall bear the burden of proof in this respect. In such cases, the Contractor shall bear all costs and expenses, including the costs of any legal action or recall action. In all other respects, the statutory provisions shall apply. Any further claims for damages shall remain unaffected.

2. The contractor is obliged to always maintain product liability insurance with sufficient minimum cover of EUR 5 million per personal injury or property damage.

#### **XIII. Tools, moulds, models, drawings and other documents**

1. Materials, special packaging, tools, moulds, models, drawings and other documents provided by us or produced for us shall remain our property and may only be used for the execution of our orders. They may not be made accessible to third parties without our consent and must be properly stored until revoked, but for no longer than two years after the last use, and then handed over to us.

2. The production as well as the treatment and processing of such tools, models, drawings and other documents which the contractor produces on our behalf shall be carried out for us as manufacturer with the consequence that we acquire ownership thereof.

#### **XIV. Place of fulfilment, place of jurisdiction and applicable law**

1. Unless otherwise agreed upon, the place of fulfilment of the delivery shall be the establishment or facility specified by us.

2. The place of jurisdiction shall be the place of business of the contracting client in question. We shall also be entitled to file an action against the contractor at his place of jurisdiction, or at the place of jurisdiction of one of our branches which has been listed in the commercial register, and with whom the respective contract had been concluded.

3. In addition to these conditions, all the legal relationships existing between us and the contractor shall also be subject to German law, with the inclusion of the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) dated 11.04.1980.

4. We store and process the data of our suppliers in accordance with the provisions of the GDPR.

#### **XV. Binding version**

In case of doubt, the German version of these general terms and conditions of purchase shall be binding.

#### **XVI. Changes and additions, severability clause**

1. Changes and additions made to this contract require the written form. There are no side agreements.

2. If individual provisions of this contract are or become invalid, it shall have no effect on the effectiveness of the remaining provisions. The ineffective provisions should be replaced with the agreed-upon provision that most closely approximates the economic goals of the parties.



**GUMMI-TECHNIK®**

*...more than rubber & plastics.*

**XVII. Acceptance**

By signing this condition, the signatory accepts the latest versions of the cited purchase conditions in full. It shall be made available upon request. Furthermore, the signatory also affirms that he is fully aware of the rights and obligations associated with these general terms and conditions of purchase, and that he has, if necessary, obtained legal advice regarding the same. They enter into force on the date of signing, but no later than the point in time at which the buyer orders the goods.

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Place, date\*

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Company (block letters)/Seal\*

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Legally valid signature\*

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Signatory (block letters)\*

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Place, date\*

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Company (block letters)/Seal\*

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Legally valid signature\*

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Signatory (block letters)\*

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Place, date\*

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Company (block letters)/Seal\*

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Legally valid signature\*

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Signatory (block letters)\*

GT GUMMI-TECHNIK  
GmbH

GTP GUMMI-TECHNIK-  
PLASTIK GmbH

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