

Terms and Conditions of Purchase

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Purchase 2023 CONDITIONS OF PURCHASE OF THE COMPANY XINDUX INDUSTRIAL SOLUTIONS GMBH

§ 1 Scope of application

1.1 The following terms and conditions shall apply exclusively to all contractual relationships between us and the supplier. We do not recognise any terms and conditions that conflict with or deviate from these Terms and Conditions of Purchase unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Purchase shall also apply if we accept the delivery without reservation or pay for it in the knowledge of the supplier's terms and conditions that conflict with or deviate from our Terms and Conditions of Purchase.

1.2 All agreements made between us and the supplier for the purpose of executing this contract shall be set down in writing.

1.3 Our Terms and Conditions of Purchase shall only apply to entrepreneurs within the meaning of Section 310 (1) of the German Civil Code (BGB).

§ 2 Drawings & documents

We reserve the title or copyright to any orders placed by us, orders, drawings, illustrations, calculations, descriptions, models, tools and other documents and aids ("Confidential Information") originating from us or third parties and made available to the Supplier. The Supplier may not make this Confidential Information available to third parties, either as such or in terms of content, nor disclose it or use it itself or through third parties, nor reproduce it without our express prior consent. He must return this confidential information and any copies to us in full at our request if they are no longer required by him in the ordinary course of business. The confidentiality obligation shall continue to apply after the execution of this contract; it shall expire if and to the extent that the knowledge contained in the documents and objects etc. provided has become generally known.

§ 3 Prices / terms of payment / processing costs in the event of defective

invoicing

3.1 The price specified in the order is binding. Unless otherwise agreed in writing, the price includes delivery DAP (Incoterms 2010), including packaging. The use of reusable packaging requires a special

agreement.

3.2 Invoices must indicate the order number, project number, and part number as stated in our order. The supplier shall reimburse us for any processing costs incurred due to non-compliance with this obligation, unless they can prove that they are not responsible for the breach. The processing costs amount to a lump sum of 50.00 EUR. The supplier is allowed to provide evidence that no damage has occurred or that the actual damage is significantly lower than the lump sum. Our right to claim further damages remains unaffected.

3.3 Unless otherwise agreed in writing, we will pay all invoices with a 3% discount on the next available payment run. Payment runs take place on the 5th, 15th, and 25th of each month.

3.4 We have the right to set-off and retention rights to the extent provided by law.

3.5 As security for an advance payment, the supplier shall provide us with a self-contained, time-limited guarantee (valid for at least 6 months) on first demand from a major European bank, if the purchase or contractual amount exceeds 25,000 €. The wording of the guarantee must correspond to the sample text according to the tender. Claims arising from the guarantee must not become time-barred before the respective secured claim against the contracting party. Alternatively, it is at our discretion to accept a guarantee declaration from an affiliated company.

§ 4 Delivery time

4.1 The delivery time specified in the order is binding.

4.2 The supplier is obligated to notify us immediately in writing if circumstances arise or become apparent to them indicating that the agreed delivery time cannot be met.

§ 5 Liability for breach of obligations

In the event of a delay in delivery, we have the legal rights, including the right to claim damages instead of performance after an unsuccessful reasonable grace period. Additionally, we are entitled to claim a contractual penalty of 0.3% of the delayed delivery value per working day of the delay, but not exceeding 5% in total. We are entitled to enforce the contractual penalty in addition to fulfillment. Section 341 (2) of the German Civil Code (BGB) applies. If we accept the fulfillment, we can still claim the contractual penalty within 10 working days after receiving the delayed delivery. In all other respects, the supplier's liability is governed by the statutory provisions.

5.2 Warranty for Defects The supplier guarantees that all deliveries/services comply with the latest state of the art, applicable legal provisions, and regulations, as well as the requirements of authorities,

professional associations, and trade associations. The supplier further guarantees that all goods delivered are free from defects, possess the agreed properties, and are suitable for their intended use.

5.2.1 Obligation to Inspect and Give Notice of Defects If a quality assurance agreement exists between us and the supplier, it shall determine our obligations regarding defect inspection and notification. Without such an agreement, we are obliged to inspect the goods upon receipt for identity, completeness, and transport damage, as far and as soon as this is customary in the ordinary course of business. Complaints of defects are deemed to be timely if they are sent within ten (10) days after discovery of a defect. Hidden defects are deemed to be timely complained of if notifications are sent in the same manner within ten (10) working days after discovery to the supplier.

5.3 Remedial Action and Lump Sum for Expenses We are entitled to demand, at our discretion, remedy by means of rectification or delivery of a defect-free item from the supplier. The supplier bears the costs of remedial action, including our additional expenses for processing justified material and legal defects. These additional expenses amount to a lump sum of

50.00 EUR per delivery. The supplier is allowed to provide evidence that the actual expenses are either not incurred at all or significantly lower than the lump sum. Our rights to claim further damages and reimbursement of expenses remain unaffected. Moreover, the supplier shall bear all necessary expenses for remedial action, including transport, travel, labor, material, installation, and costs incurred to determine the cause of the damage.

5.2.3 Reduction or Withdrawal In case of unrectifiable defects, we are entitled to exercise our legal rights to reduce the purchase price or to withdraw from the contract after an unsuccessful reasonable deadline set for rectification or replacement or after two failed attempts at rectification.

5.2.4 Compensation Instead of (Full) Performance In addition to the right to withdraw or in case of unsuccessful remedial action, we are entitled to claim damages instead of (full) performance in accordance with the statutory provisions.

5.2.5 Compensation for Wasted Expenditures Instead of damages instead of (full) performance, we can claim compensation for wasted expenditures incurred in reliance on receiving the defect-free performance.

5.2.6 Indemnification for Third-Party Intellectual Property Claims If a third party asserts rights to the delivered goods, and we are consequently held liable by the third party, the supplier shall indemnify us upon our first written request from these claims to the extent that the cause lies within their sphere of control and organization, and they are liable to us in the external relationship. In this context, the supplier is also obliged to reimburse us for all expenses arising from or in connection with a recall campaign conducted by us. Where possible, we will inform the supplier in advance and give them the

opportunity to comment. Other statutory claims remain unaffected.

5.3 Compensation for Consequential Damages; Breach of General Contractual Duties The supplier is liable for damages to other legal interests or assets other than the goods themselves resulting from the defective nature of the goods in accordance with the statutory provisions.

5.4 Violations of Other Duties The supplier is liable for damages resulting from the violation of other contractual duties in addition to the delivery of defective products in accordance with the statutory provisions.

5.5 Place of Performance for Rectification The place of performance for rectification is the place where the supplier is obligated to deliver the goods.

§ 6 Limitation of warranty claims

The claims for material defects as described in sections 5.2 and 5.3 are subject to a limitation period of 60 months from the date of delivery to us. Claims for recourse within the supply chain pursuant to sections 445a and 445b of the German Civil Code (BGB) remain unaffected.

6.2 Legal Defects Claims for legal defects are subject to the statutory limitation period.

§ 7 Product liability, indemnification & liability insurance coverage

7.1 To the extent that the supplier is responsible for a product liability claim, they are obligated to indemnify us upon our first written request for claims for damages from third parties insofar as the cause lies within their sphere of control and organization, and they are liable to us in the external relationship. Within this scope, the supplier is also obliged to reimburse us for all expenses arising from or in connection with a recall campaign carried out by us. If possible, we will inform the supplier in advance and provide them with an opportunity to comment. Other statutory claims remain unaffected.

7.2 The supplier shall maintain adequate product liability insurance coverage and, upon request, provide us with the insurance policy and/or proof of insurance for inspection.

7.3 The supplier shall mark the delivered goods in such a way that they are permanently recognizable as their products, unless otherwise contractually agreed.

7.4 By marking the products or, if this is impossible or impractical, by other suitable measures, the supplier shall ensure that they can immediately identify which other products may be affected in the event of a product defect. The supplier shall inform us about their marking systems or other measures

so that we can make our own determinations to the necessary extent.

§ 8 Data protection

8.1 As part of contract processing, we also process personal data of our contractual partners and their employees (e.g., contact details, other personal data for contract processing). This data is attributed to the legal entity of the supplier and processed only by us or companies within the XINDUX Group. The supplier also undertakes to use personal data of our employees that becomes known to them in the course of contract processing only for the purposes of handling business transactions and not for other purposes. All our employees are bound by written obligations of data confidentiality and instructed on compliance with data protection regulations. You can find our privacy policy at www.xinux.com/data-protection.

8.2 If the supplier gains access to personal data during the performance of the contract, they shall comply with the applicable data protection regulations. In particular, they shall only collect, process, and/or use personal data for the purpose of performing the contract, bind their employees to maintain data confidentiality, and instruct them on compliance with data protection regulations.

§ 9 Final provisions

9.1 The place of jurisdiction for any disputes between us and the supplier arising from any transaction governed by these purchasing conditions shall be, at our discretion, either Bad Oeynhausen or the supplier's registered office. Bad Oeynhausen shall be the exclusive place of jurisdiction for any claims against us. The statutory provisions on exclusive places of jurisdiction remain unaffected.

9.2 The relations between us and the supplier are governed exclusively by the laws of the Federal Republic of Germany, with the exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

9.3 If individual provisions of these General Purchasing Conditions are or become invalid in whole or in part, the validity of the remaining provisions shall not be affected. In place of the invalid provision, the legally effective regulation that comes closest to achieving the purpose pursued with the invalid provision shall apply.

§ 10 Code of Conduct

We adhere to the Code of Conduct of XINDUX Industrial Solutions GmbH, which can be viewed at <https://www.xinux.com>. The supplier is obligated, within the scope of their corporate responsibility, to act legally and ethically in accordance with our Code of Conduct when manufacturing products or

providing services. Upon our request, the supplier shall declare their commitment to our Supplier Code of Conduct as binding.