

General Terms and Conditions of Purchase

(As of: 07/2025)

§ 1 Scope of Application

- (1) Our contracts are concluded exclusively on the basis of these Terms and Conditions of Purchase. This also applies to future transactions with the supplier. Any deviating terms and conditions of the seller are hereby expressly rejected and shall not become part of the contract, even if we accept the goods without expressly objecting again.

§ 2 Offers, Orders

- (1) Inquiries made by us must be answered by the supplier as quickly as possible by submitting offers, including delivery times from receipt of order. Offers from our suppliers are binding for them and free of charge for us. Compensation for visits or the preparation of offers, projects, etc. will not be granted. Our silence regarding an offer from the supplier shall not be considered acceptance.
- (2) Orders issued by us must be in writing. Orders given verbally or by telephone require subsequent written confirmation to be legally valid. The same applies to verbal side agreements and contract amendments. The supplier is obliged to confirm or reject our order in writing within five working days.
- (3) Each order must be handled separately in all correspondence. All order confirmations, delivery notes, and invoices must include the order number specified by us. Furthermore, for each item to be delivered, the customs tariff number, country of origin, and net weight must be provided.
- (4) Raw materials must originate from the European Union. Otherwise, the supplier must inform us immediately and in advance.

§ 3 Delivery Dates

- (1) The delivery dates and deadlines specified in our order are binding. The decisive factor for compliance with delivery dates and deadlines is the receipt of the goods by us. The goods must be delivered by the delivery date specified by us. The date stated in our order is the date by which the goods must have arrived at our premises.
- (2) For delivery call-offs, the supplier must provide the goods as follows:
 - (a) The current demand must be delivered to us immediately after receipt of the call-off.
 - (b) The future demand must be kept available by the supplier for the dates specified in the call-off. Delivery must take place at the time when we request the delivery quantity/parts.

§ 4 Delay in Delivery

- (1) If the supplier realizes that a delivery date cannot be met, they are obliged to inform us immediately in writing,

stating and substantiating the reasons, as well as the expected duration of the delay.

- (2) If the supplier fails to meet this notification obligation, they cannot claim that they are not responsible for the delay. The supplier shall be liable for any damage caused by the late notification.
- (3) If the agreed delivery dates and/or quantities are exceeded, the supplier shall be deemed in default without the need for a reminder. The occurrence of default is not dependent on whether the supplier has been supplied on time themselves.
- (4) If the supplier is obligated to deliver the goods to us multiple times and misses the agreed delivery dates in at least two deliveries/partial deliveries, we are entitled to terminate any existing framework agreement for delivery between the parties for good cause. In this case, the objection to the first delay shall be considered a warning, which has remained ineffective due to further delays. This does not affect our right to assert all rights to which we are entitled due to the delay of each individual delivery. If no framework agreement exists between us and the supplier in such cases, we are entitled to withdraw from the outstanding deliveries/partial deliveries after at least two missed deadlines, even if the supplier is not responsible for the delay. Any further rights on our part remain unaffected even if we declare a withdrawal.
- (5) Regardless of any other rights we may have in the event of delay in delivery, we are entitled to demand a contractual penalty from the supplier amounting to 0.5% of the total order value per week or part thereof, but not exceeding 5% of the total order value of the delivery. The right to claim further damages remains expressly reserved. The right to claim the contractual penalty can still be asserted up to the time of payment of the invoice. The contractual penalty will be offset against any claim for damages due to delay.

§ 5 Force Majeure

- (1) Force majeure also includes delays for which the supplier is not responsible, such as those caused by natural disasters or labor disputes beyond their control. Such events do not release the supplier from the obligation to meet the agreed deadlines and delivery dates.
- (2) Events such as force majeure, strikes, and lockouts affecting us or our suppliers, which result in the suspension or limitation of our production and which cannot be avoided despite reasonable care under the given circumstances, entitle us to postpone acceptance and payment for the duration of the disruption and for a reasonable start-up period thereafter.
- (3) If, in the above-mentioned cases, acceptance is postponed and the payment period extended, the supplier shall not be entitled to any compensation

claims. However, we may only invoke this if we inform the supplier within a period appropriate to the circumstances.

- (4) If the disruption lasts less than two months, the supplier may not withdraw from the contract, provided we accept the goods after the two-month period has expired. If the disruption lasts longer than two months, the supplier is entitled, after setting a reasonable deadline, to withdraw from the contract with regard to the part not yet fulfilled and not yet paid by us.

§ 6 Delivery, Transfer of Risk

- (1) A delivery note must be enclosed with the delivery, stating the date (issuance and dispatch), contents of the delivery (article number and quantity), as well as our order number including order position and article number. If this information is missing, we are not responsible for any resulting delays.
- (2) The quantities ordered by us are gross quantities. Any included allowance is already part of it. Deliveries exceeding these quantities are only permitted with our express approval. This also applies to call-offs under framework agreements.
- (3) Delivery and shipment shall be made at the supplier's risk to our business address, POMA Systems GmbH, Im Weinfeld 4-6, 36148 Kalbach, or to another delivery address specified by us, unless otherwise agreed.
- (4) The goods must be properly, industrially standard packed and shipped at the supplier's expense, using appropriate commercial care, and in an environmentally friendly manner. We are entitled, but not obligated, to prescribe appropriate packaging methods to the supplier. The supplier is also liable for any transport damages.
- (5) The supplier bears the risk until the delivery item has arrived at the specified shipping address (place of performance), even if we, in individual cases, undertake the transport and/or transport insurance. Our right to assert any further claims remains unaffected.

§ 7 Quality, Design, Compliance, Environmental Compatibility, and Energy Efficiency

- (1) The supplier must comply with the generally accepted rules of technology, safety regulations, and the agreed technical specifications for their delivery. The deliveries and services must in particular comply with the applicable accident prevention regulations and safety recommendations of relevant industry associations and be suitable for our intended purpose, which is known to the supplier. Any referenced standards and legal regulations shall be considered minimum requirements. Relevant certificates, test reports, and documentation must be provided free of charge. Any changes to the delivery item, an approved production process, or relocation to another production site require our prior written consent.
- (2) Deliveries and services must always be environmentally friendly and recyclable. The use of prohibited substances is not permitted. The supplier confirms that

all applicable environmental laws and regulations are complied with during procurement and/or manufacturing of the delivery item. The supplier shall implement an appropriate environmental management system (e.g., DIN EN ISO 14001). We are entitled to verify the supplier's procedures, processes, and product environmental compatibility through supplier audits.

- (3) If the supplier has received drawings, samples, or other specifications from us, they undertake to comply with these in terms of the type, quality, and design of the delivery item. Any concerns regarding our specifications must be reported before execution. In such cases, production and delivery may only proceed after further instructions from us.
- (4) For electrically powered items/parts, the most energy-efficient drives/motors available at the time of contract conclusion must be used, provided it is economically feasible.
- (5) If the product requires a manufacturer's declaration or a declaration of conformity (CE) under the EU Machinery Directive, the supplier must create and promptly provide it upon request.
- (6) If authorities or our customers require inspection of specific requirements and request access to our production processes or documentation, the supplier agrees to grant the same rights at their premises and to provide all reasonable assistance. The supplier must also ensure that these rights are extended to their own sub-suppliers for authorities, us, or our customers.

§ 8 Acceptance

- (1) Acceptance of the goods is subject to inspection, particularly regarding identity, obvious defects, and possible transport damage, unless otherwise agreed in writing. Any defects discovered during this inspection will be reported to the supplier without delay. The supplier acknowledges that we fulfill all further inspection obligations through random sampling of a representative portion of the delivery. The inspection will be conducted within a reasonable period, consistent with ordinary business operations. It covers quantity and externally visible condition of the goods. There is no obligation to inspect functionality or non-visible quality features. Identified defects must be reported within a reasonable period. The same applies to any defects discovered at a later time.
- (2) Any payment of the purchase price made prior to the discovery of defects shall not be deemed as acknowledgment that the goods are free of defects or have been delivered in accordance with the contract.
- (3) Our duties of inspection and notification of defects are limited to the content specified in paragraph (1). In all other respects, the supplier waives the right to object to late notification of defects in accordance with § 377 of the German Commercial Code (HGB).

§ 9 Right of Termination

- (1) If a purchase contract for fungible goods within the meaning of § 650 BGB exists, we are entitled to terminate the contract at any time until completion of the manufacture or production of the goods. In this case, the supplier shall be entitled to compensation for the services rendered up to that point, as well as for the profit they would have made, taking into account any expenses saved due to the termination of the contract or any income generated by using their labor elsewhere.

§ 10 Warranty

- (1) If specific qualities are agreed upon, they are considered guaranteed characteristics. The supplier is liable for defect-free delivery and fulfillment of the contract. The supplier is liable for defects, whether immediately apparent or discovered later, for the duration of the warranty period. Unless otherwise agreed contractually, the limitation period for warranty claims is 36 months from the transfer of risk.
- (2) Within the scope of the warranty, we are entitled, at our discretion, to the following rights:

Free replacement delivery, cancellation of the purchase contract, reduction of the agreed price, rectification of defects at the supplier's expense including all related costs such as labor, travel, accommodation, and per diem expenses, compensation for damages due to non-performance, particularly if a guaranteed characteristic is missing or if a defect has been fraudulently concealed.
- (3) If the supplier is obligated to remedy defects, they must do so without delay. If they fail to meet this obligation even after a reminder and the setting of a grace period, we are entitled to remedy the defect ourselves or have it remedied by a third party, at the supplier's expense.
- (4) If the delivered products are used in a final product delivered to our customer, and we are held liable by the customer, we are entitled to recourse against the supplier in a corresponding amount.
- (5) Upon receipt of a written notice of defect by the supplier, the limitation period for warranty claims is suspended. In the case of replacement delivery or rectification of defects, the warranty period restarts for the replaced or repaired parts, unless it is clear from the supplier's behavior that they did not see themselves as obligated to perform these actions but did so purely as a gesture of goodwill or for similar reasons.

§ 11 Prices, Delivery & Payment Terms

- (1) All prices stated in the orders are fixed prices unless otherwise agreed in writing. This also applies to framework agreements. The prices are net prices. Unless otherwise agreed, the agreed prices apply to deliveries according to Incoterms 2025: DAP (Delivered at Place) to the delivery address specified by us, including packaging. Unless otherwise agreed, the invoice amount will be paid within 14 days with a 2% discount or within 30 days net. For the timeliness of our payments, it is sufficient that our bank receives the transfer order on time. Unless we have given written approval, the price may not be changed retroactively.

The payment period begins as soon as the delivery or service has been fully rendered and an invoice stating our order number, including order positions, has been received. The supplier must send the payment request/invoice to the following email address in PDF or ZUGFeRD format: rechnung@poma.de

§ 12 Retention of Title, Provided Materials

- (1) We retain ownership or copyright of any orders or assignments placed by us, as well as of drawings, images, calculations, descriptions, and other documents made available to the supplier. Without our express consent, the supplier may not disclose, make accessible to third parties, use themselves, or have used or duplicated by third parties any of these materials. Upon request, the supplier must return these documents to us in full if they are no longer required in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. Any copies made by the supplier must be destroyed in such cases, except where legal retention obligations apply or where data is stored for backup purposes as part of standard data protection practices.
- (2) Tools, devices, and models provided by us to the supplier or specially invoiced by the supplier for our use remain our property or become our property. These must be clearly marked by the supplier as our property, stored carefully, protected against any kind of damage, and used only for the purpose of fulfilling our orders. The supplier must inform us immediately of any significant damage to these items. Upon request, the supplier is obligated to return them to us in proper condition if they are no longer needed for fulfilling the contracts concluded with us.
- (3) Materials or components provided by us remain our property and may only be used as intended. The processing of materials and assembly of components shall be carried out on our behalf. It is agreed that we shall acquire co-ownership of the products manufactured using our materials and components in proportion to the value of our provided materials relative to the total value of the final product. These products shall be stored by the supplier on our behalf. In the case of order-specific material procurement, the supplier is explicitly liable for using the provided materials solely for the specified order position.

§ 13 Third-party services

- (1) Unless the supplier has received prior written approval, they may not have the services commissioned by us carried out by third parties. For the purposes of these General Terms and Conditions of Purchase, third parties also include affiliated companies of the supplier. We will not unreasonably withhold such approval. Unauthorized delegation to third parties entitles us to withdraw from the contract in whole or in part and to claim damages.
- (2) If we approve the involvement of third parties, the supplier must impose the same obligations on the third party as those they have undertaken towards us. Furthermore, the supplier shall be liable for any fault of the third party as if it were their own.

§ 14 Obsolescence Management

- (1) The supplier shall proactively inform us of any product changes, discontinuations, or end-of-life notifications related to their products that affect items delivered within the past six months. The supplier shall grant us the opportunity to place an order for the quantity delivered over the previous six months before any change or discontinuation of the item takes effect.

§ 15 Quality Management

- (1) The supplier must continuously monitor the quality of their deliveries and services. It is recommended that the supplier maintain a quality assurance system (e.g. DIN EN ISO 9001) and, if requested by us, provide proof of such a system. Upon our request, the supplier is obliged to enter into a quality assurance agreement with us.
- (2) The supplier must create records, in particular regarding their quality inspections, and make these available to us upon request. Quality records must be stored in a visible and easily accessible manner at all times. Upon request, they must be made available to us without delay. These records are subject to a retention period of at least 10 years. The supplier hereby agrees to audits carried out by us or by a third party appointed by us — potentially with the involvement of our customer — to assess the effectiveness of the supplier's quality assurance system.
- (3) Authorized personnel, our customers, and representatives of official authorities shall have access at all times during regular business hours to all premises in which work is carried out for us or for our customers — whether on the supplier's premises or those of their subcontractors. They may inspect all contract-related documentation. This right of access must especially be guaranteed to all individuals commissioned by us who are responsible for monitoring progress at the supplier and for performing related audits, inspections, or supplier qualification activities.
- (4) A breach of the aforementioned obligations entitles us to claim damages and to withdraw from the contract. Furthermore, the supplier shall indemnify us upon first request against all third-party claims resulting from such a breach of the above obligations.
- (5) The supplier is obliged to inform us immediately about any defective products that are due for delivery or have already been delivered by mistake.

§ 16 Compliance with Laws, Regulations, and Compliance Requirements

- (1) The supplier is obliged to comply with all applicable legal provisions in connection with the order and delivery. This applies in particular to anti-corruption and anti-money laundering laws, as well as antitrust, labor, and environmental protection regulations.
- (2) The supplier shall ensure that the products and services they deliver comply with all applicable requirements for being placed on the market in the European Union and the European Economic Area. Upon request, this compliance must be demonstrated by providing suitable documentation.

- (3) The supplier agrees not to use or supply any substances or materials that are legally prohibited. This applies in particular to electrical and electronic products, which must be delivered in RoHS-compliant form and labeled accordingly in the order documents.
- (4) The supplier is specifically obligated to provide a declaration of compliance with the REACH Regulation no later than with the order confirmation, provided the products ordered fall under the scope of this regulation.
- (5) The supplier commits to implementing sustainability in the manufacture and delivery of their products.
- (6) The supplier agrees to comply with all applicable laws and regulations relating to the protection of the environment, health, occupational safety, and fire protection.
- (7) The supplier shall make all reasonable efforts to ensure that their subcontractors also comply with the obligations set out in this § 16.
- (8) Further information: Supplier Code of Conduct.

§ 17 Data Protection

- (1) The supplier shall comply with all applicable legal provisions regarding the protection of personal data. Personal data of the supplier will be stored and processed by us in accordance with legal regulations. Further information can be found in our privacy policy at <https://www.poma.de/en/privacy>.

§ 18 Final Provisions

- (1) All legal relationships between us and our suppliers shall be governed exclusively by the laws of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- (2) The exclusive place of jurisdiction for all disputes arising from or in connection with the supply contract between us and the supplier is Kalbach.
- (3) The place of performance for deliveries is the destination specified in the order.
- (4) If any of the above provisions are or become invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a valid one that comes as close as possible to the original intent in factual, legal, and economic terms. The same shall apply in the event of any gaps in these General Terms and Conditions of Purchase.