

# General Terms and Conditions of Purchase (GTCP)

## I. Conclusion of contract

(1) All orders (hereinafter also referred to as orders) of ILT Industrie-Luftfiltertechnik GmbH, hereinafter referred to as the Client, shall be placed exclusively on the basis of these Terms and Conditions of Purchase, hereinafter referred to as GTCP. Any other terms and conditions of sale or general terms and conditions of the contractor, hereinafter referred to as the Contractor, shall not be recognized, even if they are not expressly contradicted in writing.

(2) Agreements deviating from or supplementing these GTCP shall only apply if they have been expressly recognized by the Client in writing. If provisions deviating from or supplementing these GTCP are agreed in individual points, these shall not affect the validity of the remaining provisions of these GTCP.

(3) Order-related data of the Contractor shall be stored in the Client's computer system.

## II. Technical and commercial information, documents, advertising

(1) All information and documents provided to the Contractor by the Client shall remain the unrestricted property of the Client. Upon completion of the order, they shall be returned to the Client at the Client's request or, if they were available in electronic form, deleted from the Contractor's electronic systems. They may not be made accessible or usable to third parties in any form.

(2) Special templates or means of production such as, for example, print templates, films, models, samples, dies, tools, gauges, drawings and the like, which are provided to the Contractor by the Client or are produced by the Contractor for the manufacture of products ordered by the Client, may not be sold, pledged or otherwise passed on to third parties or used in any way for third parties without the consent of the Client. The same shall apply to items manufactured with the aid of these means of production; they may only be delivered to the Client unless the Client has agreed to their use for other purposes in writing by letter. Otherwise, the Contractor undertakes to compensate the Client for any damage incurred.

(3) After completion of the Client's order, the means of production provided to the Contractor by the Client or manufactured by the Contractor for the Client's account shall be returned to the Client at the Client's request. Items, which the Client has developed or further developed in cooperation with the Contractor, may only be delivered by the Contractor to the Client.

(4) The Contractor shall not refer to the cooperation with the Client in any form of advertising or other sales promotion to third parties without the express written consent of the Client.

(5) The waiver of the written form requirement for all provisions under II. requires the written form by letter or separate contractual agreement.

## III. Business secrets, confidentiality

(1) The Contractor is obliged to treat the Client's orders and all related commercial and technical details as business secrets.

(2) The Contractor shall be obliged to keep confidential information received or learned from the Client secret, not to disclose it to third parties - subject to Section III. (3) - and to use it only insofar as this is necessary for the proper execution of the contractual relationship.

(3) The Contractor may only disclose confidential information to its employees and consultants insofar as this is necessary for the proper execution of the contractual relationship. The Contractor shall be obliged to provide such employees and consultants with the information specified in Section III. (2) and to prove this to the Client in text form at the latter's request.

(4) The confidentiality obligation shall not apply to such information that was already in the public domain at the time it was transmitted to the Contractor or that became public knowledge after its transmission without any action on the part of the Contractor.

(5) The disclosure of confidential information and the possible transmission of corresponding documents shall not establish any rights to industrial property rights, expertise or copyrights of the Client.

(6) If separate confidentiality agreements exist with the Contractor, these shall take precedence over the aforementioned confidentiality provisions.

(7) The waiver of the written form requirement for all provisions under III. requires the written form by letter or separate contractual agreement.

## IV. Documents for the commercial processing of the client's orders

(1) The Client expects a written confirmation, a delivery bill and an invoice from the Contractor for each order placed.

(2) All documents of the Contractor referring to the Client's order must contain the complete number of the order, the Contractor's supplier number at the Client and the Client's material number for each order item. Documents that do not contain this information shall be returned to the Contractor for completion.

(3) The client requires all documents for each order separately; several orders may not be combined in one document.

(4) Invoices from the Contractor must always contain the following information: the full name, company name and address of the Contractor as well as the corresponding data of the Client, the tax number and/or the VAT identification number of the Contractor as well as a consecutive and unique invoice number. Invoices that do not contain this information shall be deemed not to have been issued. If the Contractor violates IV. 4. and the Client suffers disadvantages as a result, the Contractor shall be obliged to compensate the Client for the damage caused by the disadvantages.

(5) Paper invoices may not be enclosed with the delivery, but must be sent separately by letter post exclusively to the Client's invoice address.

(6) If the Contractor wishes to transmit its invoices in electronic form, this shall require the prior consent of the Client. Invoices of the Contractor in electronic form which the Contractor merely makes available for download in an electronic portal selected by it, but does not actively transmit to the Client, shall be deemed not to have been issued.

## V. Prices

(1) The prices stated in the Client's order shall apply as fixed prices for the entire delivery period. This also applies to blanket or call-off orders, provided they are valid for up to one year.

(2) Orders without a price are initially non-binding for the Client. The order shall only become legally binding once the Contractor has notified the Client of its price and the Client has approved it in writing. The same shall apply if the Contractor quotes a different price to the Client in its confirmation than that stated by the Client in its order.

(3) Price increases must be expressly recognized in writing by the Client in order to be valid. Should the market situation make a price reduction necessary or possible, the price shall be reduced accordingly. The above shall also apply to blanket and call-off orders. If an agreement on the new price cannot be reached, for whatever reason, the Client shall have the right to withdraw from the contract.

(4) If the Contractor supplies products to the Client within the framework of an ongoing business relationship or provides services for the Client, the Contractor shall notify the Client in writing of any planned price increases at least three months prior to their intended entry into force. If an agreement is reached on the price increase in accordance with V. 3., all orders placed with the Contractor before the price increase comes into effect shall still be executed at the prices applicable at the time the order was placed. The above shall also apply to blanket and call-off orders.

(5) In the absence of any other written agreement, the price quoted by the Client shall include packaging costs and delivery free to the delivery address specified by the Client.

## VI. Delivery

(1) Partial deliveries and over/under deliveries are not permitted without prior agreement.

(2) The Contractor undertakes to comply with the delivery periods and deadlines specified by the Client or otherwise agreed. If these are precisely defined in terms of dates, non-compliance with these fixed dates shall entitle the Client to withdraw from the contract or to demand compensation in lieu of performance without the need to set a grace period. In other cases, a grace period must be set. Force majeure shall only exonerate the Contractor if it notifies the Client immediately of the impending circumstances and proves that it is not responsible for them.

(3) Express and reloading charges etc. incurred because of late or imminent late delivery or due to non-compliance with the shipping instructions and specified delivery addresses shall be borne by the Contractor.

## VII. Shipping route, forwarders and packaging

(1) Only easily recyclable materials may be used as packaging. Film packaging, in whatever form, is not to be used. Disposal costs arising from non-compliance with this condition shall be borne by the Contractor. The Client reserves the right to return such or non-recyclable packaging to the Contractor at the Contractor's expense. The Contractor is requested to give preference to reusable and multiple-use packaging, such as Euro pallets or Euro mesh boxes.

(2) Deliveries to the Client shall be subject to the Client's separate shipping instructions. For deliveries for which the Client bears the transportation costs in accordance with a separate agreement, only the forwarding agent named by the Client with its order or upon request to the Contractor shall be commissioned. The delivery address specified by the Client must be strictly observed. Additional costs for non-compliance with this provision shall be borne by the Contractor.

(3) All shipments to the Client shall travel at the risk of the Contractor - even if "ex works" has been agreed as the delivery condition.

## VIII. Payment

(1) Invoices received by the client from the 1st to the 15th of a month are paid on the 25th of the same month and invoices received from the 16th to the 31st of a month are paid on the 10th of the following month less a 3% discount. A target of 60 days applies to invoices not eligible for discount. The date of payment shall be determined by the date of receipt of the goods and invoice by the Client.

## IX. Property rights, work results and exploitation

(1) By accepting the Client's order, the Contractor shall indemnify the Client against any third-party claims if the use of the goods supplied by it infringes existing industrial property rights or other third-party rights. The Client shall not be entitled to enter into any agreements with third parties in this respect without the Contractor's consent.

(2) The indemnification obligation of the Contractor relates to all expenses necessarily incurred by the Client in connection with the claim by a third party.

(3) The Client shall be entitled to all tangible and intangible development results arising from orders placed by the Client with the Contractor, which result from goods individually manufactured for the Client by the Contractor. The Contractor therefore assigns in advance all development results to the Client accepting this assignment. If and insofar as an assignment of the development results to the Client is not possible, the Contractor hereby irrevocably grants the Client in advance a free, transferable, sub-licensable right of use and exploitation of the development results, unlimited in terms of territory, time and content. This right of use and exploitation is exclusive. The assignment of the development results and the granting of the rights of use and exploitation shall be compensated with the remuneration paid by the Client to the Contractor for the fulfillment of the order. The same shall apply mutatis mutandis if the object of the Client's order is not the delivery of goods but the performance of development and/or design work in part or in full.

## X. Defects

(1) The Contractor undertakes to deliver only those goods that have been subjected to a final inspection with regard to their material, drawing and standard-compliant design.

(2) The Client shall report defects in the delivery item immediately after their discovery, but obvious defects shall be reported no later than four weeks after receipt of the delivery.

(3) Unless otherwise specified in the Client's order, the warranty period shall be at least 24 months, calculated from receipt of the delivery or, in the case of systems and devices, from their commissioning. In the case of systems and devices, commissioning shall take place no later than six weeks after receipt.

(4) The Client shall be entitled to the full statutory warranty claims. Irrespective of this, the Client shall be entitled to return defective goods to the Contractor carriage forward against reimbursement of the full purchase price or, at its discretion, to demand rectification of the defect or replacement delivery. In this case, the Contractor shall be obliged to bear all expenses necessary for this purpose. The Client expressly reserves the right to claim damages, in particular for non-performance. Compensation shall also include consequential damages.

(5) The Contractor shall be obliged to reimburse any expenses arising from or in connection with a recall campaign carried out by the Client that is caused by products delivered or services provided by the Client. As far as possible and reasonable, the Client shall inform the Contractor of the content and scope of the recall measures to be carried out and give the Contractor the opportunity to comment.

(6) In urgent cases, the Client shall be authorized to have defects remedied at the Contractor's expense or, if this is not possible, to obtain supplies from another supplier at the Contractor's expense.

(7) Goods not delivered in accordance with the contract shall be returned at the expense and risk of the Contractor. Returned goods shall remain the property of the Client until receipt of a replacement shipment or until settlement of the equivalent value. If deliveries are repeatedly not



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carried out in accordance with the contract, the Client shall be entitled to withdraw from the contract.

### **XI. Ethical standards, social responsibility, anti-corruption**

( 1 ) The Contractor assumes social and economic responsibility for sustainable business practices and the safety and security of the supply chain. It undertakes to ensure that all statutory provisions on the protection of human rights, compliance with the relevant labor standards and the prohibition of discrimination and forced and child labor are complied with in the manufacture and delivery of products and in the provision of services. Furthermore, the Contractor undertakes to comply with the statutory provisions of the Supply Chain Act and any other national or European provisions for the protection of the environment and human rights in the supply chain. The same applies to the legal requirements relating to sustainability, CO2 emissions ("carbon footprint") and resource conservation. At the request of the Client, the Contractor shall provide information and evidence free of charge. This shall also apply if the Contractor is not subject to the direct scope of application of the relevant provisions. Finally, the Contractor undertakes not to tolerate any form of corruption or bribery or to engage in such in any way.

( 2 ) The Client expects the Contractor to comply with generally recognized ethical rules. In particular, the Contractor is obliged to

- a - to comply at all times with all applicable laws, including anti-corruption rules, and to ensure that it does not violate or cause others to violate applicable laws;
- b - to assist the Client at all times in any investigation of any accident or incident and in the resolution of any dispute in connection with its supplies and services to and for the Client by making personnel available for interviews, providing access to documents and files, facilitating communications with authorities and providing all information reasonably requested by the Client;
- c - grant the Client or its representative access to its premises, information and personnel at any time to allow the Client and/or its representative to verify compliance with the obligations set out in XI.

( 3 ) If the Contractor breaches one of the obligations under XI, the Client shall be entitled to terminate the contract completely or in part or to withdraw from all orders placed without being liable for the consequences of the termination or withdrawal.

( 4 ) The obligations under XI. apply to the Contractor and its employees, subcontractors, representatives, affiliated companies and all other persons involved in the fulfillment of the Contractor's obligations under the contract.

### **XII. Liability**

( 1 ) Should individual provisions of the GTCP be invalid, this shall not affect the validity of the remaining provisions. In such a case, the invalid provision shall be replaced by a legally valid provision that comes as close as possible to the invalid provision.

( 2 ) The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods; this shall also apply in particular if the Contractor has its registered office in a country other than the Client. The place of performance and jurisdiction shall be the Client's registered office; the contractual language shall be German.

### **XIII. Final provisions**

( 1 ) If the Contractor is subject to the scope of application of the German Minimum Wage Act (Gesetz zur Regelung eines allgemeinen Mindestlohns, Mindestlohngesetz), as amended, it warrants to the Client by accepting and executing its order that it will comply with the provisions of the Minimum Wage Act and indemnifies the Client against all third-party claims resulting from a breach by the Contractor of the obligation to pay the minimum wage. If necessary, the Contractor shall be responsible for proving that it has paid the minimum wage. The Contractor undertakes to reimburse the Client in full for any damage incurred or fines imposed on the Client due to the Contractor's violation of the MiLoG.

( 2 ) All the above and aforementioned terms and conditions are a translation of the German original. In the event of a dispute, the German wording shall prevail.

( 3 ) The status of this AEB is February 2023.

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These and other General Terms and Conditions can also be viewed at [www.ilt.eu/en/gtc](http://www.ilt.eu/en/gtc) (Imprint & Legal, Terms and Conditions).