



General Terms and Conditions of Purchase

Status: 01_2025 - 5 pages

R. Schramm GmbH

Hochstrass Süd 9

83064 Raubling

Telephone

+49 (0) 80 35 - 96 89 10

Fax

+49 (0) 80 35 - 96 89 190

E-mail

info@r-schramm-gmbh.de

Web

www.r-schramm-gmbh.de

General Terms and Conditions of Purchase of R. Schramm GmbH (Status: 01.01.2025)

I. Placing of orders / purchase order

1. we only place orders in accordance with the following terms and conditions of purchase, even if reference is no longer expressly made at a later date in the case of permanent business relationships. We hereby object to any changes to these terms and conditions, unless they are part of a joint written contract, in particular any deviating or supplementary terms and conditions of the supplier/contractor.

Silence on our part with regard to order confirmations that refer to deviating or supplementary terms and conditions shall not be regarded as consent. Any change to our terms and conditions contained in an order confirmation shall be regarded by us as a rejection of our order. The performance of the delivery/service shall be deemed to constitute acceptance of our Terms and Conditions of Purchase.

2. our orders must be confirmed by the supplier/contractor without delay. If we do not receive the order confirmation within 5 days, we reserve the right to cancel the order.

3. only written orders are legally binding. Orders placed in any other form shall only become binding upon receipt of a written order. Subsequent agreements or collateral agreements must first be confirmed by us in writing in order to become legally binding.

4. if it becomes apparent during the execution of the order that additional services are required for the proper production of the work which are not covered by the contractually agreed scope of services, the supplier/contractor must obtain a written additional order prior to execution.

II. Prices, scope of delivery and services

1. unless expressly agreed otherwise, the agreed prices are fixed prices. Price increases during the delivery period shall not be recognized. In the event of a subsequent price increase, we shall be entitled to withdraw from the contract without compensation for goods not yet delivered.

(2) All prices are free our works or the place of receipt specified by us, including packaging and all ancillary costs.

3. all services required for a flawless delivery or a flawless production and assembly process are also part of the scope of services of the supplier/contractor even if these are not expressly listed in the contract.

4. if, in the case of installations and assemblies, the material required for the performance of the supplier's/contractor's service is supplied or provided by us, the supplier's/contractor's service shall also include the unloading of the truck and the transportation from the storage location of the system parts to the assembly site. In addition to installation and assembly, the scope of services shall also include the documentation customary in the industry.

5. if the order includes designs, developments or similar services, the supplier/contractor shall be obliged to hand over all design and production drawings in .dwg, .dxf or .pdf format as well as formats by agreement and documentation, user manuals etc. in open format as Word or Excel files. In the case of software development, the scope of services shall include in particular the delivery of the software in source and object program form and the documentation of the program development and application.

6. the seller is not authorized to make any changes to the goods (in particular with regard to specifications, drawings, design, construction, time and place of delivery, packaging, quality, quantities and means of transport) without the prior written consent of the buyer.

7. we shall be entitled to rights of set-off and retention to the extent permitted by law.

III. Delivery dates, contractual penalty

1. the dates stated in our order are binding delivery and performance dates. If, after placing the order, the supplier/contractor can foresee that it will not be possible for him to deliver/perform the order on time in whole or in part, he must notify us of this immediately, stating the reasons and duration, at the latest in the first third of the delivery/performance period. In the event of an unacceptable extension of the deadline, we shall be entitled to withdraw from the order without compensating the supplier. The statutory provisions on damages shall apply accordingly. Partial deliveries/services are only permitted with our consent.

2. if the supplier/contractor is in default, we shall have the right, without prejudice to further claims for damages and unless otherwise agreed, to demand a contractual penalty of 0.5% of the agreed order amount for each calendar week or part thereof by which the respective deadline is exceeded. The contractual penalty shall be limited to a maximum of 5% of the order amount.

3. if, before or after the due date, there are doubts about the supplier's/contractor's ability and willingness to perform for which the supplier/contractor is responsible, in particular because the supplier/contractor has already announced that it will not be able or willing to perform on time, and if we have an urgent interest in clarification, we may set the supplier/contractor a deadline before or after the due date to declare its ability or willingness to perform and, if applicable, to prove its ability or willingness to perform, with the threat that acceptance of the service will be refused if the deadline expires without result. After unsuccessful expiry of the deadline, we may withdraw from the contract in accordance with § 323 BGB and/or demand compensation for damages or compensation for damages instead of delivery/service in accordance with §§ 280, 281 BGB. Further claims and rights remain unaffected. § Section 326 BGB shall apply accordingly.

IV. Delivery, transfer of risk and adherence to prevention and factory regulations

1. the delivery must be accompanied by a delivery bill including the order data, Com. No. and project designation. In the case of direct shipment to our customer/supplier/contractor, a neutral delivery bill must be used and a dispatch note signed by the carrier must be sent to us for invoice control purposes.

2. in the case of purchase contracts, the risk shall always only pass to us when the goods are handed over; in the case of contracts for work and services, only after acceptance.

3. during installation and assembly work, the supplier/contractor shall be responsible for compliance with all accident prevention regulations, in particular those of the German Federation of Institutions for Statutory Accident Insurance and Prevention (Hauptverband der gewerblichen Berufsgenossenschaft) and any factory regulations of our customer or other regulations made known to him on the construction site. The supplier/contractor shall inform himself of the content of any regulations already known or made known to him

V. Invoicing and terms of payment

1. all order data such as Com. No., project, etc. must be stated on the invoice.

2. unless otherwise agreed, payment shall be made after 14 days with a 3% discount or after 30 days net. The payment period shall commence upon receipt of the invoice, but at the earliest upon acceptance of the delivery or acceptance of the service, unless otherwise agreed.

3. in the event of complaints about defects, we are authorized to defer payment of the invoice in an appropriate amount until complete clarification and to deduct a discount for the amount withheld in accordance with No. 2 even after this time.

4. advance payments to be made by us must be secured in advance by the supplier/contractor by means of a bank guarantee on first demand/bank guarantee.

VI. Warranty, rectification of defects

1. the supplier/contractor must comply with the recognized rules of technology, existing safety regulations and the agreed technical data, dimensions, weights and other properties for its deliveries/services. Production based on drawings or approved samples must comply with the specifications. Insofar as the order does not specify any further requirements, deliveries/services shall be provided in particular in customary commercial quality and - insofar as DIN, VDE, VDI or equivalent national or European standards (DIN, EN) exist - in accordance with them. In particular, they shall be provided in such a way that they comply with the statutory provisions applicable at the place of destination specified by us, in particular with regard to technical equipment, hazardous working materials, accident prevention, emission protection and workplace protection.

2. a warranty of 5 years shall apply to steel construction scopes.

3. the supplier/contractor must check our plans, drawings and other information for the execution of the service or materials and components supplied by us or deliveries/services of other suppliers/contractors, insofar as they concern him, for completeness, correctness and suitability for the intended purpose. If there are any concerns in this respect, the supplier must inform us immediately in writing. If he fails to do so, he shall also be liable for warranty in this respect

4. within the scope of the statutory warranty claims, we may demand the rectification of defects or replacement delivery (subsequent performance) for both purchase and work contracts. If this is done, the supplier/contractor shall be obliged to bear all expenses incurred for the purpose of remedying the defect or making a replacement delivery (including our expenses). In the event of withdrawal, these expenses, including our costs for assembly and disassembly at the customer's premises, shall be reimbursed by the supplier/contractor as contract costs. In urgent cases, we shall be entitled to remedy defects ourselves or have them remedied by third parties at the supplier's/contractor's expense or to procure a replacement elsewhere. If we are entitled to further claims for damages, these shall remain unaffected.

5. the warranty period shall be 24 months from acceptance of the respective system by our customer, unless longer periods are given by law or agreed by individual contract. If the supplier/contractor rectifies the defect or delivers a replacement, the warranty period for the individual part affected by the rectification/replacement delivery shall begin anew. Our written notice of defects shall interrupt the limitation period for our warranty claims for these defects to which the appearance of the notified defect is attributable.

6. if a defect becomes apparent within 6 months of the transfer of risk, it shall be assumed that it was already present at the time of the transfer of risk. In these cases, § 476 BGB shall apply analogously.

7. the obligation to inspect and give notice of defects (§§ 377, 381 para. 2 HGB) is three weeks from delivery at the place of use, for defects not recognizable during the inspection three weeks from discovery of the defect. If a longer period is appropriate in individual cases, this shall apply. These regulations also apply to excess or short deliveries (§ 378 HGB).

8. we are entitled to inspect the supplier's/contractor's production facilities at any time, even without prior notice.

VII. Warranty/security retention

1. a guarantee in the form of an unlimited payment guarantee for 5% of the order amount for the duration of the warranty is granted.

2. warranty retention and additional security retention can be replaced by the supplier/contractor by an unlimited and directly enforceable guarantee from a major German bank or savings bank (in the case of foreign suppliers also from a foreign, internationally active major bank in Munich as the place of jurisdiction for the guarantee).

VIII. Liability

1. the Contractor is obliged to submit proof of sufficient insurance cover within the scope of product liability and public liability insurance upon conclusion of the contract.

2. the Contractor shall be liable to the Client for all damage caused by its personnel to the Client or third parties within the scope of the coverage of EUR 5 million of its existing liability insurance policies for compensation for personal injury and/or property damage.

3. In addition, the Contractor shall also be liable for such damage to property of the Client which was culpably caused by the Contractor as a result of mechanical, static defects or other physical substance impairments or defects of the delivery item.

4. apart from this, the Contractor's liability for consequential damages such as loss of production, business interruption or loss of profit is excluded, unless the damage was caused by gross negligence and/or intent on the part of the Contractor or its vicarious agents or insurance cover exists under the Contractor's liability insurance.

IX. Quality & Sustainability

1. in order to recognize deviations from the specifications for the quality of the products at an early stage and to counteract the development of defects and errors, we expect quality planning adapted to the products and services.

2. this willingness also includes the willingness of all employees working for the supplier/employee to constantly strive for quality and to work on improving the integrated management system.

3. our suppliers are evaluated according to quality, delivery reliability and complaints.

4. we must all be prepared not to disappoint our customers in order to secure long-term business relationships.

5. compliance with the Code of Conduct for Suppliers is mandatory. This can be downloaded from our homepage.

X. Infringements of industrial property rights

1. the supplier/contractor is responsible for ensuring that no third-party rights are infringed in connection with its delivery/service. The supplier's/contractor's obligation to assume liability shall also extend to the country of export if the supplier/contractor is aware of the country to which its delivery/service is being exported. The resulting damage and loss of earnings shall be borne by the supplier/contractor.

2. if claims are asserted against us by third parties contrary to paragraph 1, the supplier/contractor shall reimburse us for all expenses incurred by us as a result of the claim.

XI. Subcontractors

The full or partial provision of services by subcontractors of the Contractor shall require the prior consent of the Customer. Even if subcontractors are used, the Contractor shall bear sole responsibility for the contractual processing and provision of services. The Contractor undertakes to notify the Client in good time in advance if it subcontracts the scope of delivery and services owed in whole or in part to other subcontractors.

In particular, any reference to a correct selection of the sub-subcontractor shall be excluded. The subcontractor shall also be responsible for compliance with all statutory regulations (minimum wage, social benefits, etc.) in the case of orders placed with its own subcontractors and shall indemnify the Client against liability.

XII. Human rights

1. we respect, protect and promote the applicable regulations for the protection of human and children's rights (hereinafter referred to as human rights) worldwide as fundamental and universally applicable standards. We reject any use of child, forced and compulsory labor as well as any form of modern slavery and human trafficking. This applies not only to cooperation within our company, but of course also to the conduct of and towards business partners.

XIII. Assignment of receivables

1. receivables from deliveries and services

2. in all cases in which liability cannot be excluded in commercial transactions in the case of gross negligence or in these and non-commercial transactions even without gross negligence, but can be limited in amount, liability shall always be limited to the proven damage foreseeable at the time of conclusion of the contract, but at most to the sales price of the product delivered by us to which the claims for damages relate or from which they result.

3. to the extent that our liability for damages is excluded or limited, this shall also apply with regard to the personal liability for damages of our employees, workers, staff, representatives or other vicarious agents.

XIV. Place of performance, place of jurisdiction, applicable law, miscellaneous

1. place of performance for delivery/service and payment is Raubling.

2. we are entitled to collect, store, modify, transmit or use the data of the client which we have received from the business relationship, insofar as the client can dispose of them himself.

3. the place of jurisdiction for all disputes - including actions on bills of exchange and checks - shall be Traunstein, provided that the client is a registered trader, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in Germany. We are also entitled, at our discretion, to take legal action at the client's place of business.

4 The contractual relationship is subject to German law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods, as amended, is excluded (UN Sales Convention).

5. legal invalidity of individual parts of the contract or individual contractual provisions shall not affect the legal validity of the contract in all other parts. In this case, the contracting parties are obliged to replace an ineffective provision with one that comes closest to the economic purpose of the ineffective provision and is effective. This shall not apply in the event of invalidity due to a breach of Sections 305 to 310 BGB. In this case, the statutory provision shall apply insofar as a supplementary interpretation of the contract is required for the purpose of filling a gap.

6. the above terms of delivery shall also be deemed agreed for any subsequent transactions.

XV. Supplier evaluation and obligation to certification

1. Suppliers shall be assessed on the basis of the following criteria: quality, delivery reliability and complaints.

2. the suppliers undertake to complete the following certifications: ISO 9001 and ISO 14001