Terms of Purchase of Fritsche GmbH & Co. KG, as of 05.2026

1. General

All contracts concluded between us and a supplier shall be subject to the following terms. This also applies if we do not expressly invoke these terms for later contracts. The terms and conditions of the supplier do not apply to us, even if they were not explicitly contradicted by us. The acceptance of contractual items does not signify an agreement with the terms and conditions of the supplier.

2. Ordering and order confirmation

2.1 Only written orders, including orders placed via electronic means are binding. Order forms and drawings, including tolerance information, specified by us on an individual basis are binding. By accepting the order, the supplier indicates that he obtained sufficient information about the type of execution and scope of performance through inspection of the existing plans. We are under no obligation in case of obvious errors, spelling mistakes and miscalculations in the order itself and in the documents, drawings and plans we submitted. The supplier undertakes to notify us of such errors so that our order can be corrected and renewed. This also applies in the event of missing documents or drawings.

2.2 Unless otherwise agreed individually, we shall only be bound by an order if it is confirmed in writing by the supplier within 14 days of receipt, specifying a binding delivery date.

2.3 Any deviations in quantity and quality from the text and content of our order and later amendments to the contract shall only be deemed agreed if expressly confirmed in writing by us. Any consequences, especially regarding additional or reduced costs must be mutually agreed.

2.4 Any drawings, tools, samples, models, brands, and packaging or similar, as well as finished and semi-finished products that are surrendered to us or produced on our behalf, remain our property and may only be delivered to third parties with our express written permission. Unless otherwise agreed in individual cases, they are to be returned to us upon completing the order without special request. The products made or labelled with such manufacturing equipment, brands, and packaging may only be delivered to third parties with our express written permission.

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3. Delivery and performance

3.1 The agreed delivery times and dates are binding. They begin to run from the date of order. The products must have reached the receiving centre specified by us within the time for delivery or on the delivery date. If the supplier does not observe the delivery date, he will be liable for the delay in delivery without requiring a warning notice. In the absence of any agreement, he will be liable for the delay in delivery if he did not observe any reasonable and usual delivery times under the circumstances. In this case, the supplier undertakes to compensate us for any damage caused by the delay. Furthermore, upon fruitless expiry of an additional time for delivery, we are entitled to cancel the contract and / or to request damages. If delays are to be expected, the supplier must notify us immediately and obtain our decision about the maintenance of the order. If the supplier informs us that the period for delivery may be exceeded before expiry of such period, we shall endeavour to mutually agree a reasonable additional time for delivery with the supplier. The unreserved acceptance of delayed delivery or performance shall not constitute a waiver of rights to claim compensation on the grounds of delayed delivery / performance.

3.2 As a matter of principle, partial deliveries are inadmissible, unless explicitly permitted by us.

3.3 We are not obliged to accept the supplied goods before expiry of the time for delivery.

3.4 If delivery proves impossible, we are entitled to demand damages or to assert other warranty rights. This does not affect further damage claims.

4. Shipping

4.1 Our shipping instructions must be observed. The supplier must bear any costs incurred as a result of non-compliance with our shipping instructions. The same applies to additional costs for faster transportation accruing as a result of circumstances that can be attributed to the supplier. We will only accept additional shipping insurance policies if they were previously agreed with us in writing.

4.2 Rail shipments to our works in Kakenstorf (postcode: 21255) must be delivered to the station previously agreed in writing for collection. The same applies to rail bulk goods.

4.3 Road shipments are only received from Monday to Friday from 8:00 am to 4:00 pm, except on public holidays.

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4.4 Delivery is effected at the cost and risk of the supplier free of charge up to the receiving centre specified by us. If we exceptionally have to bear the freight, the supplier must select the mode of transport prescribed by us, otherwise the cheapest mode of transport and delivery.

4.5 Packaging is included in the price. If exceptionally nothing to the contrary was agreed, packaging is to be billed at cost. The supplier must choose the packaging specified by us and ensure that the products are protected from damage by the packaging.

4.6 No freight documents and invoices may be attached to the consignments. As a matter of principle, these documents are to be sent to us separately.

4.7 In the case of a first delivery or of changed product properties, the supplier must submit a long-term supplier declaration without being asked for any products originating from the European Union. For any products manufactured outside the European Union, the supplier must provide a declaration of origin including the customs tariff number. Consignments that do not fulfil these conditions may at our option be returned to the supplier freight collect or be restored to an acceptable condition at his expense. We may set off any costs incurred as a result against the purchase price claims of the supplier upon his invoicing. If setoff is not possible, the Supplier must settle our claims within 8 calendar days of invoice receipt.

5. Quality, acceptance and notice of defects

5.1 The supplier undertakes to observe the technical data required by us for his deliveries, the applicable regulations for accident prevention and VDE regulations, the applicable legal provisions and the latest recognised technical rules.

5.2 To ensure the quality of his deliveries, the supplier must carry out suitable quality control according to the type and scope of delivery.

5.3 The values defined by our incoming goods and quality control department are authoritative for dimensions, quantities and quality.

5.4 Under the revision of §§ 377, 378 German Commercial Code, the supplier hereby agrees to dispense with any inspection and control of the delivered goods on our part beyond an external check of the integrity of the packaging, quantity and sample check, and with the defence of unconditional acceptance.

5.5 Any merchandise delivered to us in a damaged packaging cannot be returned to the supplier at his expense as not being in accordance with the contract and defective without further control on our part.

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6. Prices and payment

6.1 The agreed prices are including packaging, freight, and other expenses.

6.2 If prices are agreed according to weight, the calculation shall take into account the net weight determined by us.

6.3 We shall inform the supplier of our payment terms by request.

6.4 In the case of advance payment, we reserve the right to ask for a bank guarantee.

6.5 The supplier is not authorised to assign or pledge any claims against us to third parties without our prior written permission.

7. Warranty and liability

7.1 The supplier undertakes to deliver products matching our specifications including packaging and labelling. Our order is executed in a professional and appropriate manner according to the latest technology.

7.2 Any defects or poor performance of the delivery must be notified to the supplier immediately as soon as they are detected within the frame of ordinary course of business. No. 5.4 applies accordingly. All damage and defects to the unopened products forwarded by us in the same packaging, which cannot be detected externally or without opening the packaging, are considered as hidden defects. This also includes quality defects like differences in size, weight and quantity.

7.3 In the case of defective products, the supplier will be given the opportunity to provide supplementary performance (rectification of defects / additional delivery). We are entitled to choose the most suitable option. The supplier may refuse the type of supplementary performance selected by us under the terms of § 439 Para. 2 BGB. After fruitless expiry of a reasonable time for supplementary performance, we are entitled to reduce the purchase price or to withdraw from the contract. In urgent cases, we are entitled to perform the subsequent improvement ourselves or have it carried out by a third party after informing the supplier. The supplier must reimburse us all incurred expenses. We are also entitled to demand damages. This applies in the case of a breach of duty regarding a main obligation and the breach of a secondary obligation. In the case of a claim for damages, the supplier undertakes to compensate us for the damage directly and / or indirectly incurred. This also includes compensation for consequential damage due to a defect. As a matter of principle, the supplier shall only be liable to pay damages if he culpably

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caused the damage. When assuming a procurement risk and / or a warranty, the supplier shall be liable regardless of his fault.

7.4 As a matter of principle, the warranty period is two years from the date of acceptance of the delivery items. It is renewed automatically if we are committed to longer warranty periods by our customers. If we are made liable ourselves under § 478 BGB, the set times regulated herein are applicable.

7.5 Insofar as the supplier is responsible for product damage, he undertakes to hold us harmless from third-party damages by our initial request insofar as the damage cause lies within his control and organisational area and he himself is liable in external relationships. In this respect, the supplier also undertakes to reimburse us any expenses arising from or in connection with a recall action carried out by us. We shall inform the supplier immediately about content and scope of any recall within the frame of commensurability.

7.6 In case of defective title, the supplier agrees to hold us harmless from any existing third-party claims. The statutory warranty period applies.

7.7 For parts serviced or repaired within the warranty period, the limitation period shall begin to run again from the time supplementary performance was executed.

7.8 If, as a result of the defective delivery or other poor performance, we incur costs, especially shipping, material, and labour costs, the supplier must reimburse us.

7.9 If a defect is detected within six months from the passing of the risk, it shall be assumed that it already existed at the time of the passing of the risk.

7.10 If we are made liable under the Product Liability Act or other similar liability principles under foreign law, the Supplier must reimburse us for any occurred damage insofar as the cause for the damage can be attributed to his deliveries or his behaviour. Regarding these claims, the supplier hereby waives the right to plead the defence of limitation as long as we are made liable ourselves.

8. Supplier invoices

Suppliers from Germany and other countries must issue invoices in quadruplicate. The invoice must include the recipient’s address, our order number, our article numbers, supplier VAT, period of performance, net product weight and - insofar as necessary – the customs tariff number. In the case of differing or alternating origin of the products, the valid certificate of origin must be stated on invoices.

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8.2 If an invoice does not fulfil the previously mentioned conditions, we are entitled to refuse payment until submission of a relevant invoice under these Terms of Purchase. Any claims of the supplier for damages due to delay are excluded. Any resulting delays, especially regarding the processing of payments, can be attributed solely to the supplier.

9. Industrial property rights

9.1 The supplier is liable for ensuring that no third-party industrial rights, especially patents, licences, trademarks, sample and industrial designs are infringed by his delivery and use thereof. He agrees to hold us and our clients harmless from all claims out of the use of such proprietary rights. This does not apply insofar as the supplier made the products according to drawings, samples or other equivalent descriptions or instructions and he does not know or cannot know in connection with products manufactured by him that proprietary rights are infringed as a result.

9.2 The supplier warrants that the sale of the products supplied by him within Germany and the European Union does not infringe statutory or official regulations.

9.3 The supplier must submit any necessary approval and test certificates without being asked.

10. Acts of God

War, civil war, export restrictions or bans on trade due to change in political conditions, as well as strikes, lockouts, disruptions of operations, limitations of operations, and similar operational restrictions that make the fulfilment of the contract impossible or unreasonable are considered as Acts of God and relieve us from the obligation of timely acceptance for the duration of their existence. The parties undertake to inform each other about it and to adjust their obligations to the changed conditions in good faith.

11. Supplier declarations

11.1 An important element of the contracts coming into force under these Terms of Purchase is the obligation to submit supplier declarations under VO / EU 1207 / 01. If long-term supplier declarations are used, any changes of the original characteristics must be notified to us with the respective confirmation of order without being asked.

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11.2 If supplier declarations are not sufficiently meaningful or prove incorrect and we, for this reason or on other grounds, are obliged to submit an information sheet INF4, the supplier must provide us with faultless, complete, and officially confirmed customs information sheets INF4 about the origin of the products.

11.3 The supplier is liable in the event that we or our customers are charged by the customs authorities on account of incorrect internal declarations of origin, or if we or our customers experience any other kind of financial disadvantage due to an incorrect origin specification of the supplier.

12. Safe-keeping/ownership

12.1 The supplier undertakes to transfer the ownership of the goods to us free of encumbrances. He hereby waives any form of retention of title.

12.2 Supplied material remains our property. It must be stored as such separately and may only be used for our orders. The supplier is liable for reduction in value or loss even without fault. The items that are manufactured with the material provided by us are our pro rata property in their respective finished condition. The supplier agrees to safe keep these items for us; the purchase price includes costs for keeping the items and materials in store for us.

13. Trade secrets

The supplier undertakes to treat our orders and all relevant commercial and technical information as trade secrets.

14. Final provisions

14.1 Any verbal collateral agreements must be in writing to be valid.

14.2 Any transfer of rights and obligations of the supplier out of the contract concluded with us is subject to our written approval to be valid.

14.3 Should one or several of the foregoing provisions prove to be invalid or unworkable, this shall not affect the validity of the remaining provisions.

14.4 The place of performance for payments is 21255 Kakenstorf; the place of performance for all other claims arising out of the business connection is the place of delivery and execution specified by us.

14.5 The legal venue for all disputes arising out of the contractual relationship if the supplier is a registered trader, a public law entity or a separate estate under public law is 21255 Kakenstorf for both parties. Depending on the sum in dispute, the competent court is either Todstedt Local Court or Stade Regional Court. We are also entitled to take legal action at the place of business of the supplier.

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14.6 This contractual relationship shall be exclusively subject to the German law.

14.7 These Terms of Purchase shall apply as of the date of publication and shall replace all previously valid Terms of Purchase. Any legal transactions concluded within the scope of validity of the previous Terms of Purchase are further subject to the previous Terms of Purchase.

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