

General Terms and Conditions of Purchase (GTC) of recalm GmbH

As of: August 2025

1. Scope

- 1.1. These General Terms and Conditions of Purchase (GTC) apply to all framework purchase agreements and other purchase agreements between recalm GmbH as the purchaser (hereinafter referred to as "recalm") and its suppliers (hereinafter referred to as "Supplier"), unless otherwise expressly agreed in writing. "Supplier", unless expressly agreed otherwise in writing.
- 1.2. These GTC apply exclusively. Any terms and conditions of the Supplier that conflict with or deviate from these GTC shall only become part of the contract if and to the extent that recalm has expressly agreed to their validity in writing. This requirement of consent shall apply in all cases, for example even if recalm accepts the Supplier's delivery without reservation in the knowledge of conflicting or deviating terms and conditions of the Supplier.
- 1.3. These GTC shall also apply as a framework agreement for all future transactions of the same type between recalm and the supplier, without recalm having to refer to them again in each individual case.
- 1.4. These AEB apply only to entrepreneurs (§ 14 BGB), legal entities under public law, and special funds under public law.

2. Conclusion

- 2.1. Orders, offers, and acceptances (confirmations) must be made in writing.
- 2.2. The supplier is obliged to confirm or reject orders from recalm in writing within 10 working days of receipt. Late acceptance or deviations from recalm's order by the supplier shall be deemed a new offer by the supplier and require acceptance by recalm.
- 2.3. All offers made by the supplier are non-binding for recalm.
- 2.4. Changes to contracts concluded with recalm must be made in writing.

3. Prices; terms of payment

- 3.1. The prices stated in the order are binding. Price increases or additional costs shall only be recognized if they have been expressly agreed in writing.
- 3.2. Unless otherwise agreed in writing, prices are net prices and include all services and ancillary services provided by the supplier (e.g., assembly, installation) as well as all ancillary costs (e.g., packaging costs, transport costs). If, in exceptional cases, something else has been agreed, packaging shall be charged at cost price.
- 3.3. Prices are due for payment within [14] calendar days less [3]% discount or within 30 days without deduction, in each case upon receipt of the proper invoice and complete delivery.
- 3.4. Payments do not constitute acceptance of the delivery as being in accordance with the contract and do not affect recalm's rights with regard to defects or other breaches of contract by the supplier.
- 3.5. Invoices shall be submitted by the supplier as a basic document stating the item number, the place of unloading, the supplier number, the supplier's item number, the factory/manufacturer item number, the date code, the RoHS/Non-RoHS confirmation, the tax rate number, the origin, the preference entitlement, the delivery quantity, and the unit price.
- 3.6. recalm shall not owe any interest on arrears. The statutory provisions shall apply in the event of default in payment.
- 3.7. recalm is entitled to set-off and retention rights and to raise the defense of non-performance of the contract to the extent permitted by law. recalm is in particular entitled to withhold due payments as long as it still has claims against the supplier for incomplete or defective deliveries.
- 3.8. The supplier shall only be entitled to a right of set-off or retention insofar as its counterclaim has been legally established or is undisputed.

4. Terms of delivery; delay in delivery

- 4.1. The delivery dates specified by recalm in the order are binding.
- 4.2. If circumstances arise or become apparent to the supplier which indicate that the agreed delivery date or delivery period cannot be met, the supplier is obliged to inform recalm immediately in writing, stating the reasons and the expected duration of the inability to deliver. However, timely notification alone does not release the supplier from liability for delay.
- 4.3. Delivery shall be made DDP (Incoterms 2020) to the address specified in the order. Ownership shall pass to recalm upon delivery.
- 4.4. Partial deliveries are only permitted with the prior written consent of recalm.
- 4.5. If the supplier is in default of delivery in whole or in part, recalm shall be entitled to demand a contractual penalty from the supplier. The contractual penalty shall amount to 0.3% of the net invoice value of the delayed delivery for each day of delay. Regardless of the duration of the delay, the total contractual penalty shall be limited to a maximum of 5% of the net invoice value of the delayed delivery. recalm shall be entitled to demand the contractual penalty even after unconditional acceptance of the delivery and payment of the purchase price. The contractual penalty shall be claimed if recalm accepts the delivery or does not refuse it despite the delay. However, the contractual penalty shall be excluded if recalm has not asserted it at the latest three months after the agreed delivery date or expiry of the agreed delivery period. The contractual penalty shall be offset against any possible claims for damages by recalm.
- 4.6. The supplier undertakes to comply with the applicable statutory provisions for packaging, transport, and storage, in particular environmental regulations and regulations on the labeling and disposal of packaging materials.

5. Scope of delivery; quality; acceptance

- 5.1. The Supplier warrants that all deliveries comply with the contractually agreed specifications, recognized rules, and the current state of science and technology, as well as the relevant standards (DIN, ISO, VDE, etc.). Furthermore, the supplier guarantees that (i) the delivered products meet all requirements necessary for the safe and commercial use of the delivered products, and (ii) that the delivered products are suitable for their intended purpose.
- 5.2. recalm reserves the right to inspect the delivered products for quality, completeness, and conformity with the contract prior to acceptance. Acceptance shall only take place after successful receipt inspection and testing by recalm.
- 5.3. The supplier is obliged to implement appropriate quality assurance measures and to monitor the effectiveness of these measures on a regular basis. recalm reserves the right to carry out or have carried out audits and quality controls at the supplier's premises, subject to prior notification with reasonable advance notice.
- 5.4. The supplier shall deliver the ordered products using only the components specified by recalm in the order, which have been identified by recalm in the case of so-called assembly products. Alternative products (second sources) require the prior written consent of recalm.
- 5.5. The supplier is obliged to stock and maintain the tools, test equipment and other necessary resources required for production, including testing, at its own expense for 15 years after completion of series delivery. recalm is also entitled to obtain replacement parts from the supplier during this period.

6. Warranty; liability for defects

- 6.1. Unless otherwise specified below, the statutory provisions shall apply to recalm's rights in the event of defects in the products delivered by the supplier (including incorrect and short deliveries as well as improper assembly, defective assembly, operating or operating instructions) and in the event of other breaches of duty by the supplier.

- 6.2. The statutory provisions (§§ 377, 381 HGB) apply to the commercial obligation to inspect and give notice of defects, with the following proviso: recalm's obligation to inspect is limited to defects that are apparent upon receipt of the goods during an external inspection, including the delivery documents (e.g., transport damage, incorrect or incomplete delivery), or that are apparent during a random quality control check. In all other respects, it depends on the extent to which an inspection is feasible in the normal course of business, taking into account the circumstances of the individual case. recalm's obligation to give notice of defects discovered later remains unaffected.
- 6.3. Notwithstanding recalm's obligation to inspect, a complaint (notification of defects) by recalm shall in any case be deemed to have been made immediately and in good time if it is sent within four working days of discovery or, in the case of obvious defects, of delivery of the goods.
- 6.4. recalm is entitled to all statutory claims for defects; in particular, recalm is entitled to choose the type of subsequent performance. In the event of subsequent performance, the supplier is obliged to bear all expenses necessary for the purpose of subsequent performance. The place of subsequent performance shall be at recalm's discretion, either the place of performance or another place of delivery of the goods, provided that this was known to the supplier at the time of conclusion of the contract. The right to compensation, in particular compensation for non-performance, is expressly reserved.
- 6.5. Subsequent performance shall also include the removal of the defective goods and their reinstallation, provided that the goods have been installed in another item or attached to another item in accordance with their nature and intended use before the defect became apparent; recalm's statutory claim to reimbursement of corresponding expenses (removal and installation costs) shall remain unaffected. The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor, and material costs, as well as any removal and installation costs, shall be borne by the supplier even if it turns out that there was in fact no defect. Any liability for damages on the part of recalm in the event of an unjustified request to remedy defects shall remain unaffected; however, recalm shall only be liable in this respect if recalm recognized or failed to recognize through gross negligence that no defect existed.
- 6.6. If the supplier fails to fulfill its obligation to remedy the defect within a reasonable period of time set by recalm, recalm may, after prior notification, remedy the defects itself or have them remedied by third parties at the supplier's expense and demand reimbursement of the necessary expenses or a corresponding advance payment from the supplier. If the subsequent performance by the supplier has failed or is unreasonable for recalm (e.g., due to particular urgency, endangerment of operational safety, or the imminent occurrence of disproportionate damage), no deadline shall be set.

7. Supplier recourse

- 7.1. recalm is entitled to the statutory recourse claims within a supply chain (supplier recourse pursuant to Sections 445a, 445b, 478 BGB or Sections 445c, 327 (5), 327u BGB) without restriction in addition to the claims for defects. recalm is in particular entitled to demand from the supplier exactly the type of subsequent performance (repair or replacement delivery) that recalm owes its customers in the individual case; in the case of goods with digital elements or other digital content, this also applies with regard to the provision of necessary updates. recalm's statutory right of choice (Section 439 (1) BGB) is not restricted by this.
- 7.2. recalm's claims arising from supplier recourse shall also apply if the defective goods have been combined with another product or otherwise processed by recalm or another entrepreneur, e.g. through installation, attachment or assembly.

8. Limitation

- 8.1. The mutual claims of the parties shall become time-barred in accordance with the statutory provisions, unless otherwise specified below.
- 8.2. Notwithstanding Section 438 (1) No. 3 of the German Civil Code (BGB), the general limitation period for claims for defects is three years from the transfer of risk. The three-year limitation period shall also apply mutatis mutandis to claims arising from defects of title, whereby the statutory limitation period for third-party claims for surrender of title (Section 438 (1) No. 1 BGB) shall remain unaffected; Furthermore, claims arising from defects of title shall not become time-barred in any case as long as the third party can still assert the right against recalm, in particular due to the absence of a limitation period.

- 8.3. Insofar as recalm is also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (Sections 195, 199 BGB) shall apply, unless the application of the limitation periods under sales law leads to a longer limitation period in individual cases.

9. Confidentiality

- 9.1. The supplier undertakes to treat all non-public information of recalm that becomes available to it in connection with its cooperation with recalm as strictly confidential and to use it exclusively for the fulfillment of the contract.
- 9.2. The supplier undertakes to carefully store and safeguard all documents and data provided to it by recalm or on behalf of recalm and to protect them from unauthorized access by third parties. Disclosure to third parties or reproduction is only permitted with the prior written consent of recalm, unless this is absolutely necessary for the delivery or the contractual services.
- 9.3. The confidentiality obligation shall continue to apply even after termination of the contractual relationship. At recalm's request, the supplier shall, upon termination of the contractual relationship, immediately return or destroy all confidential documents and confidential information provided by recalm and/or on behalf of recalm, at recalm's discretion.

10. Property rights

- 10.1. The supplier guarantees that the delivered products and their use in accordance with the contract do not infringe any third-party property rights, in particular patents, copyrights, or trademark rights.
- 10.2. If recalm is held liable by a third party for infringement of property rights, the supplier shall be obliged to indemnify recalm against such claims upon first request and to reimburse recalm for all necessary expenses incurred in connection with such claims. This shall not apply if the supplier proves that it is not responsible for the infringement of property rights and could not have been aware of it at the time of delivery despite exercising due commercial care.
- 10.3. Further legal claims by recalm due to legal defects in the products delivered to recalm remain unaffected.

11. Place of performance; place of jurisdiction; applicable law

- 11.1. The place of performance for the delivery is the delivery address specified by recalm.
- 11.2. The exclusive place of jurisdiction for all disputes arising from and in connection with this contractual relationship is the registered office of recalm. However, recalm is also entitled to sue the supplier at its general place of jurisdiction or at the place of performance. Mandatory statutory provisions on exclusive places of jurisdiction remain unaffected.
- 11.3. These GTC and the contracts concluded between recalm and the supplier under them shall be governed by the laws of the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

12. Final provisions

- 12.1. Amendments and supplements to these GTC must be made in writing. This also applies to any agreement to waive this written form requirement.
- 12.2. A simple email is generally sufficient to fulfill a written form requirement provided for in these GTC. This does not apply to the written form requirement in section 12.1 above.
- 12.3. Should individual provisions of these GTC be or become invalid, this shall not affect the validity of the remaining provisions. The parties undertake to replace an invalid provision with one that comes closest to the economic purpose of the invalid provision.
- 12.4. The Supplier is not entitled to assign its claims arising from the contractual relationship to third parties without prior written consent; Section 354a of the German Commercial Code (HGB) remains unaffected.