

PDV General Terms and Conditions of Purchase

PDV-Systeme GmbH (PDV),

Dörntener Strasse 2 A,

DE-38644 Goslar, Germany

Last updated: June 2, 2025

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1. General Information

- a) These General Terms and Conditions of Purchase apply to the extent that PDV refers to them in its contractual documents (e.g., orders, assignments, service descriptions, statements of work, or contracts). Should these General Terms and Conditions of Purchase come into conflict with any other contractual documents concluded between you and PDV, the latter shall take precedence.
- b) If these General Terms and Conditions of Purchase are applicable, your general terms and conditions, including general terms and conditions of sale and delivery, do not apply. Said terms and conditions do not apply even if you refer to them in other contractual documents, for example, in order confirmations or service descriptions, and PDV does not expressly object to their applicability or PDV performs services in such cases without reservation and in knowledge of your general terms and conditions or general terms and conditions of sale and delivery.

2. Orders, Assignments and Rights of Withdrawal

- a) Where orders placed with PDV do not expressly contain a commitment period, PDV agrees to be bound by such orders for a period of two weeks from the date the order is placed. The date on which PDV receives the confirmation of acceptance is decisive for timely acceptance.
- b) PDV may change the time and place of delivery and the type of packaging at any time by providing the other party with written notice at least five working days prior to the agreed delivery date. This also applies to changes to product specifications, provided that these can be carried out as part of your regular production process without the need for any significant additional effort, in which case the notification period specified in the previous sentence shall be at least two weeks. PDV will reimburse you for any additional costs incurred as a result of the change, provided you can prove the costs were necessary and proportionate. Should the changes result in delivery delays that cannot be avoided by making reasonable efforts within your regular production and business operations, the originally agreed delivery date shall be postponed accordingly. In accordance with sentence 1, you are obliged to notify PDV in writing of any additional costs or delivery delays you expect, based on a thorough assessment, in a timely manner prior to the delivery date, however no later than three working days following receipt of the notification.

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- c) PDV technical staff are not authorized to make contractual amendments or supplements. This is reserved exclusively for the management of PDV, its authorized signatories (*Prokuristen*) or general agents.
- d) PDV may withdraw from the contract at any time by way of a written notice stating the reason if
 - (1) PDV can no longer use the ordered products in its business operations or can only use them at considerable expense owing to circumstances for which the supplier is responsible (such as non-compliance with statutory requirements) and which occur after the contract is concluded, or
 - (2) your financial circumstances deteriorate after the contract has been concluded to such an extent that delivery in keeping with the contract cannot be expected.

3. Delivery Time, Delivery and Transfer of Risk

- a) The delivery time (delivery date or period) stated by PDV in the order or otherwise applicable under these General Terms and Conditions of Purchase is binding. Deliveries ahead of schedule are not permitted.
- b) You are obliged to inform PDV immediately in writing if circumstances occur or become apparent that mean that the delivery time cannot be adhered to. In the event that the latest date on which delivery is to be made can be determined on the basis of the contract, you will be deemed to be in default at the end of this date without a reminder from PDV being required.
- c) In the event of a delay in delivery, PDV is fully entitled to assert its statutory rights, although PDV may only exercise a right of withdrawal or assert claims for damages in lieu of performance after a reasonable additional grace period has expired without result.
- d) In the case of delays in delivery, PDV is entitled, following prior written notification, to claim a contractual penalty amounting to 0.5% for each commenced week of the delay, up to a maximum of 5% of the respective order value. This contractual penalty shall be offset against the damages caused by the delay that you are required to pay.
- e) You are not entitled to make partial deliveries without PDV's prior written consent.

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- e) Even if shipment has been agreed, the risk shall only pass to PDV when the goods are handed over at the agreed destination.
- f) Unless otherwise agreed, you undertake to initiate and complete all legal or official procedures in respect of cross-border deliveries or services in a timely manner and at your own responsibility, and in particular to provide PDV with all necessary import and export documentation, including documentation required for the recognition of tax exemptions.

4. Prices, Terms of Payment and Invoice Details

- a) The price specified in the order is binding.
- b) Unless otherwise agreed in writing, the price includes delivery and transportation to the address for shipment specified in the contract, as well as transport insurance and packaging.
- c) If the agreement made does not include the costs of packing and the payment for the packaging (which is not solely provided on a loan basis) is not expressly determined, the packaging shall be charged at documented cost price. If requested to do so by PDV, you are obliged to take back the packaging at your own expense.
- d) Unless otherwise agreed, PDV is obliged to pay the purchase price within 14 days of delivery of the goods and receipt of the invoice with a 3% cash discount or within 30 days without a deduction. The receipt of the transfer order at PDV's bank will be sufficient for the payment to be deemed punctual.
- e) PDV undertakes to state the order number, article number, quantity delivered and delivery address in all order confirmations, delivery documents and invoices. If one or more of these details are missing and this delays processing in PDV's normal course of business, the payment deadlines specified in d) shall be extended by the period of the delay.
- f) In the event of default in payment, pursuant to Section 247 German Civil Code (BGB), PDV undertakes to pay default interest in the amount of 5 percentage points above the base interest rate.

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5. Protection of Ownership

- a) PDV retains the ownership or copyright in the orders, assignments and drawings, illustrations, calculations, descriptions and other documents provided to you by PDV. You are not permitted to make these accessible to third parties or to use or reproduce them either yourself or via third parties without PDV's prior express consent. You are obliged to return these documents to PDV in full upon PDV's request if you no longer require them in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. In such case, you undertake to destroy any copies you have made; the only exception to this is storage within the scope of statutory retention requirements and the storage of data for backup purposes in the context of standard data security.
- b) Tools and models provided to you by PDV or manufactured for contractual purposes and invoiced by you to PDV shall remain PDV's property or transfer to PDV's ownership. You undertake to label them as PDV's property, store them with due care, insure them to an adequate extent against damage of any kind and use them solely for the purposes of the contract. Unless otherwise agreed, the contractual partners undertake to each bear half of the cost of maintaining and repairing them. However, you undertake to bear this cost in its entirety if maintenance and repairs are attributable to defects in the items you have manufactured or to improper use by your employees or other vicarious agents. You undertake to notify PDV without undue delay of any damage to these tools and models which is not merely negligible. If requested to do so, you undertake to surrender them to PDV in due form if you no longer require them to perform the contracts concluded with PDV.
- c) Your reservation of property rights applies only to the extent that this relates to PDV's obligation to pay for the respective products in which you have property rights. In particular, extended or prolonged retention of property rights is not permitted.

6. Industrial Property Rights

- a) Pursuant to this clause, you represent and warrant that the products supplied by you do not infringe any third-party property rights in member states of the European Union or other countries where you manufacture the products or have them manufactured. You undertake to hold PDV harmless from any claims

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brought by third parties against PDV on the grounds of such infringement of industrial property rights and to reimburse PDV for all necessary expenses in connection with this claim. This does not apply if you can prove that you are neither responsible for the infringement of property rights nor would have been aware of it if you had exercised due commercial care at the time of delivery.

- b) This does not affect PDV's further legal claims due to defects of title in the products delivered to PDV.

7. Material Defects and Defects of Title

- a) In the event of defects, PDV is entitled to statutory claims without restriction. However, in deviation from this, the warranty period is 3 years.
- b) The obligation to inspect and give notice of defects is limited to defects which become apparent during an external inspection of incoming goods or which can be identified by random sampling. In any event, deviations in quality and quantity are deemed to have been notified in good time provided that PDV notifies you of these within 10 working days of receipt of the goods by PDV. In any event, hidden material defects are deemed to have been notified in good time if PDV notifies you within 5 working days of their being detected.
- c) PDV does not waive warranty claims through the recording of a potential factory acceptance test or site acceptance test (FAT or SAT), acceptance or approval of submitted samples or specimens.
- d) Upon receiving written notification of defects from PDV, the limitation period for warranty claims will be suspended until you reject the claims against PDV or declare the defect remedied or otherwise refuse to continue negotiations in respect of PDV's claims. Where a replacement delivery and rectification of defects is undertaken, the warranty period for replaced and repaired parts recommences, unless PDV had to assume, based on your conduct, that you did not deem yourself obliged to undertake the measures, but only undertook to make the replacement delivery or rectify the defects as a gesture of goodwill or for other similar reasons.

8. Product Liability

- a) You are responsible for all third-party personal injury or property damage claims arising from a defective product that you have supplied, and you are obliged to

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hold PDV harmless from any liability that may arise as a result. If PDV is obliged to recall a product from third parties due to a defect in a product that you have supplied, you will be liable for all costs associated with the recall.

- b) You are obliged to take out and maintain product liability insurance at your own expense with a minimum cover amounting to EUR 5,000,000, which, unless otherwise agreed on a case-by-case basis, is not required to cover the recall risk or punitive or similar damages. If requested to do so by PDV, you undertake to deliver a copy of the liability policy at any time.

9. Replacement Parts

- a) You are obliged to keep replacement parts for the products ordered and delivered in stock for a period of at least 5 years after delivery.
- b) If you intend to discontinue the production of replacement parts for the products delivered to PDV upon or after the expiry of the period referred to in (a) above, you undertake to inform PDV of this without undue delay after making the decision to discontinue them. This decision must be made at least six months before production is discontinued.

10. Right of Offset and Retention

- a) You may only assert rights of retention or offset undisputed, legally established claims or claims that have reached a stage permitting a decision.
- b) Your counterclaims are excluded from the above contractual exclusion of set-off and the exclusion of the assertion of rights of retention based on the non-contractual and/or incomplete provision of the respective contractual service by PDV.

11. Confidentiality

As with PDV, you are obliged to maintain secrecy in respect of all confidential information that you receive in connection with the contractual relationship. As with PDV and its employees, you may only use this information for the purpose of performing the contract and ensure that your employees are also bound by this. This notwithstanding, you are

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entitled, to the same extent as PDV, to refer to the contractual relationship to an appropriate extent.

12. Data Protection and Compliance with Laws

- a) You and PDV agree to comply with the relevant provisions, including but not limited to the General Data Protection Regulation (GDPR), when handling personal data, to refrain from the unauthorized processing of personal data, and to ensure that your employees also comply with these provisions.
- b) Where necessary, the contracting parties agree to conclude an agreement on commissioned processing in accordance with Article 28 GDPR or a contract for data processing as joint controllers in accordance with Article 26 GDPR.
- c) You are obliged to comply with the relevant statutory provisions governing the contractual relationship. This applies in particular to laws on anti-corruption and money laundering as well as antitrust, labor, and environmental protection regulations.
- d) You undertake to ensure that the products you supply meet all relevant requirements for placing them on the market in the European Union and the European Economic Area. If requested to do so, you undertake to prove that the products conform to these laws by submitting the relevant documents to PDV.
- a) You undertake to make every reasonable effort to ensure that your subcontractors also comply with the obligations set out in this Clause 12 that apply to you.

13. Place of Jurisdiction and Applicable Law

- a) The exclusive place of jurisdiction is Goslar, Germany. However, PDV is also entitled, at its discretion, to take legal action against you at your usual place of jurisdiction.
- b) The laws of Germany apply exclusively, with the exception of standards relating to a different legal system; the application of the UN Sales Convention (CISG) is expressly excluded.

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