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## General Terms and Conditions of Purchase of ILCHMANN Fördertechnik GmbH

### I. General Provisions – Scope of Application

1. These Terms and Conditions of Purchase apply to all business relationships between ILCHMANN Fördertechnik GmbH (hereinafter referred to as “ILCHMANN”) and its suppliers. Conflicting, deviating or supplementary terms and conditions of the supplier shall not become part of the contract unless ILCHMANN expressly agrees to their applicability in writing.
2. These Terms and Conditions of Purchase shall also apply if ILCHMANN accepts the supplier's performance with knowledge of conflicting or deviating terms.
3. All agreements, side agreements and amendments must be made in writing to be effective. This also applies to any waiver of the written form requirement.
4. These Terms and Conditions apply exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law (Section 310(1) BGB).
5. These Terms and Conditions apply to all contracts for deliveries and services, regardless of their legal nature (e.g., purchase, service, or work and materials contracts, or hybrid forms).

### II. Offers and Contract Documents

6. Offers made by the supplier shall be binding for a period of four weeks from receipt by ILCHMANN.
7. Orders issued by ILCHMANN must be confirmed in writing by the supplier within seven calendar days. If no confirmation is received within this period, ILCHMANN is entitled to revoke the order.
8. ILCHMANN retains full ownership and intellectual property rights to all documents provided (e.g., drawings, plans, calculations). These documents may only be used for the purpose of fulfilling the contract and must not be disclosed to third parties without prior written consent. They must be returned to ILCHMANN without request upon completion of the contract.
9. There shall be no entitlement to compensation for the preparation of offers, drafts or other preliminary services unless expressly agreed in writing.
10. The supplier shall provide, free of charge, all documents necessary for assembly, operation, maintenance, cleaning, repair, dismantling and disposal, including spare and wear parts lists, maintenance instructions and sourcing information.
11. Where relevant EU directives (e.g., Machinery Regulation) apply, the supplier shall provide the current declaration of conformity and affix all required markings (e.g., CE marking) in compliance with legal requirements.

### III. Prices and Terms of Payment

1. The prices stated in the order are fixed prices and, unless otherwise agreed, are DDP (Incoterms), including packaging, insurance and transport.
2. Statutory VAT, if applicable, must be shown separately.
3. Invoices must include the complete order number. The supplier shall be liable for delays resulting from incomplete invoices.
4. Unless otherwise agreed in writing, payments shall be made within 14 calendar days of proper invoicing and full delivery/acceptance with a 3% discount, or within 30 calendar days net.
5. ILCHMANN retains full rights of set-off and retention as provided by law.
6. The supplier is not entitled to withhold performance due to outstanding claims unless such claims are undisputed or have been legally established.
7. All public charges, fees, customs duties and taxes incurred in connection with contract performance shall be borne by the supplier unless recoverable by law. If borne by ILCHMANN, the supplier shall fully reimburse these costs.

### IV. Delivery Deadlines and Delay

1. The delivery time stated in the order is binding.
2. The supplier must inform ILCHMANN immediately in writing of any delays, specifying reasons and expected duration.
3. In case of delay, ILCHMANN is entitled to demand a contractual penalty of 0.5% of the net order value per commenced week of delay, up to a maximum of 5%. Further claims for damages remain unaffected.
4. Late submission of necessary documentation (e.g., declarations of conformity, test reports) shall also be deemed a delay in delivery.
5. ILCHMANN may claim compensation for all damages resulting from delayed delivery, including contractual penalties owed to third parties.

### V. Delivery, Shipping, Packaging

1. Unless expressly agreed otherwise, delivery shall be DDP to the destination specified by ILCHMANN.
2. All shipping documents must state ILCHMANN's order number.
3. A detailed shipping notice must accompany the delivery. All delivery documents must include the order number.
4. Packaging, transportation and insurance costs are borne by the supplier. If alternative arrangements are agreed, the carrier specified by ILCHMANN must be used.
5. The supplier is responsible for providing all necessary shipping and customs documentation at its own expense.
6. The Shipping and Packaging Guidelines „Packing\_Guidelines.pdf“ apply (see website [www.ilchmann.biz](http://www.ilchmann.biz)).

### VI. Place of Performance and Transfer of Risk

1. The place of performance is the destination specified by ILCHMANN.
2. Risk shall pass to ILCHMANN only upon proper handover or, if contractually agreed, upon acceptance.

### VII. Product Liability and Product Safety

1. All products must comply with the highest safety and quality standards.
2. Product safety regulations, such as the Machinery Regulation and CE marking requirements, must be strictly observed.

### VIII. Inspection and Warranty

1. ILCHMANN will inspect deliveries within a reasonable period. Obvious defects will be reported within ten working days of unloading, hidden defects within ten working days of discovery. Section 377 HGB shall not apply.
2. In case of partial deliveries or quantity deliveries, ILCHMANN is entitled to perform random checks. If more than 10% of the sample is defective, the entire delivery is deemed defective.
3. The supplier warrants that the delivery complies with the latest technical standards, applicable laws and industry-specific safety regulations. Deviations require written approval.
4. ILCHMANN shall be entitled to full statutory warranty rights and may choose between rectification and replacement.

5. Remedial performance must take place at the point of use and be carried out within seven days of notification of defects. If not fulfilled on time, ILCHMANN may remedy the defect at the supplier's expense without further notice.
6. In urgent cases, delays or safety risks, ILCHMANN may have defects remedied by third parties at the supplier's cost.
7. The limitation period for defects is 36 months from the transfer of risk or acceptance. For replaced or repaired parts, the limitation period restarts.
8. The supplier bears all costs associated with defect remedy, including transport, travel, labour and materials.

**IX. Product Liability and Insurance**

1. The supplier shall indemnify ILCHMANN upon first request against third-party claims related to product damage caused within the supplier's control.
2. This includes recall costs, production downtime and other direct or indirect damages.
3. ILCHMANN is entitled to communicate directly with the supplier's insurer and assert claims.
4. The supplier must maintain product liability insurance with a minimum coverage of EUR 5 million per incident and provide proof upon request.

**X. Food Safety (if applicable)**

1. Products intended for food contact must comply with Regulations (EU) Nos. 10/2011, 1935/2004 and 2018/213. Declarations of compliance must be submitted prior to initial use.
2. The supplier must ensure all relevant limit values are met, especially for critical substances such as Bisphenol A.

**XI. Third-Party Intellectual Property Rights**

1. The supplier guarantees that the delivery and use of goods will not infringe any third-party intellectual property rights.
2. If claims are asserted by third parties, the supplier shall indemnify ILCHMANN immediately and comprehensively.
3. Indemnification includes legal defense costs and any damages awarded.
4. The limitation period for such claims is ten years from contract conclusion.

**XII. Customs, Export Control, and Certificates of Origin**

1. Upon request, the supplier shall provide all documents required for export, customs clearance and origin.
2. For goods requiring export licenses (e.g., dual-use), ILCHMANN must be notified prior to shipment. The supplier shall be liable for any breach.
3. The supplier shall provide all relevant export information (e.g., HS code, export list number, ECCN).

**XIII. Retention of Title, Provided Materials, Tools, Confidentiality**

1. Materials provided by ILCHMANN remain ILCHMANN's property. Processing is carried out on behalf of ILCHMANN; if combined, co-ownership arises.
2. Tools, molds and equipment provided or paid for by ILCHMANN remain ILCHMANN's property, must be used exclusively for ILCHMANN's purposes, maintained and insured.
3. The supplier shall treat all information received during the business relationship as confidential. This obligation continues for 5 years after the end of the relationship. In case of breach, ILCHMANN may demand a contractual penalty of EUR 100,000 per proven incident. Penalties will be credited against actual damages.

**XIV. Spare Parts Supply**

1. The supplier guarantees spare part availability for mechanical/technical components for at least 10 years after delivery at market conditions.
2. For electronic components, the term is at least 5 years; for software updates, at least 10 years.

**XV. Compliance and Code of Conduct**

1. The supplier undertakes to comply with ILCHMANN's Code of Conduct (see [www.ilchmann.biz](http://www.ilchmann.biz)) and all applicable laws, particularly anti-corruption regulations.
2. The following are strictly prohibited:
  - Payments without consideration or documentation
  - Bribes or kickbacks
  - Inappropriate gifts or benefits
  - Improper invoicing practices (e.g., over- or under-invoicing)
3. ILCHMANN maintains an internal whistleblower system in accordance with the German Whistleblower Protection Act (HinSchG). Reports may be submitted confidentially to [compliance@ilchmann.biz](mailto:compliance@ilchmann.biz).
4. The supplier further agrees to comply with international ESG standards and to actively support sustainable and socially responsible supply chains.

**XVI. Jurisdiction and Applicable Law**

1. The competent court at ILCHMANN's registered office shall have exclusive jurisdiction over all disputes. This also applies to international suppliers who submit to German jurisdiction.
2. German law shall apply exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).