

# Putzmeister Mörtelmaschinen GmbH

## General Terms and Conditions of Purchase (last revised 10/2023)

### **I. Applicability of the Terms and Conditions of Purchase**

1. These General Terms and Conditions of Purchase ("GCP") apply to all business relationships between Putzmeister Mörtelmaschinen GmbH ("Putzmeister") and its business partners and suppliers ("Supplier"), in particular to all contracts for the sale and/or delivery of movable items ("Goods"), regardless of whether the Supplier manufactures the Goods itself or buys them from subcontractors, as well as all orders and assignments for the provision of services. The GCP apply only if the Supplier is an entrepreneur (Section 14 of the German Civil Code (BGB)), a legal entity under public law, or a public special fund.
2. Unless otherwise agreed, the GCP apply in the valid version at the time of the order by Putzmeister or in any case in the version last notified to the Supplier in text form as a framework agreement, including for similar future contracts, without Putzmeister having to make reference thereto again in each individual case.
3. These GCP apply exclusively. Differing, conflicting or additional terms and conditions of the Supplier shall only become part of the contract if and insofar as Putzmeister has expressly agreed to their validity. This requirement for consent applies in all cases, for example even if the Supplier refers to its general terms and conditions in the order confirmation and Putzmeister does not expressly object to such general terms and conditions of the Supplier furthermore, general terms and conditions of the Supplier do not become valid merely because Putzmeister accepts the deliveries or makes payments without further reservations, even if Putzmeister is aware of the Supplier's general terms and conditions.
4. Insofar as in the contractual agreements reference is made to the Incoterms, these Incoterms apply in the 2020 version.
5. Putzmeister and the Supplier agree that the deliveries to Putzmeister can be intended for use by Putzmeister itself and its affiliated companies within the meaning of Section 15 of the German Stock Corporation Act (AktG) and that the companies affiliated with Putzmeister within the meaning of Section 15 AktG where the respective deliveries are employed are likewise included in the scope of protection of the contract between Putzmeister and the Supplier (with regard to the protection and performance obligations of the Supplier).
6. Legally relevant declarations and communications by the Supplier in relation to the contract (e.g. setting of deadlines, reminders, withdrawal) must be made in text form (e.g. letter, email, fax). Statutory form requirements and further requirements for verification or evidence particularly in the case of doubt regarding the identification of the declarant, shall remain unaffected.
7. References to the application of statutory provisions are solely for the avoidance of doubt. Hence, even without such clarification, the statutory provisions apply, unless they are directly modified or expressly excluded in these GCP.

### **II. Orders and Contract Conclusion**

1. Offers from the Supplier are made free of charge for Putzmeister and are binding for the Supplier. In its offer, the Supplier shall adhere exactly to Putzmeister's request in terms of quantity and quality and shall expressly advise of any deviations, obvious errors (e.g. typographical or calculational errors) and incompleteness of the order (including the order documents) for the purpose of correction or completion prior to acceptance; otherwise the contract is deemed not to have been concluded.

2. Orders are only binding for Putzmeister if they are made in text form. Oral and telephone agreements, ancillary agreements or amendments must be confirmed by Putzmeister in text form in order to be binding. This also applies to additionally agreed deliveries or services. Silence in response to the Supplier's suggestions, demands, etc. shall in no way be deemed to be acceptance of the Supplier's suggestion, demands, etc. by Putzmeister.
3. Each order from Putzmeister that the Supplier wishes to accept must be confirmed by the Supplier. If Putzmeister does not receive the order confirmation within two weeks of receipt of the order by the Supplier, the order confirmation is considered a new offer and must be accepted by Putzmeister. In the case of prior informal initiations of transactions, the order placed by Putzmeister in text form is deemed to be a commercial letter of confirmation.
4. An order confirmation that deviates from Putzmeister's order will not be accepted, even if Putzmeister has not objected to it.
5. Putzmeister is entitled to demand changes to the delivery item/delivery date from the Supplier even after the conclusion of the contract, insofar as this is reasonable for the Supplier – taking due account of mutual interests. With such contract amendments, the effects on both sides, in particular with regard to additional or reduced costs and the delivery dates, must be reasonably taken into account.
6. If the Supplier on the basis of its expertise has to recognize that an order is incomplete or that the purpose for which Putzmeister placed the order cannot be achieved through the delivery, the Supplier must inform Putzmeister of this immediately and comprehensively in text form.
7. Orders from Putzmeister are to be treated confidentially. The Supplier may only name Putzmeister as a reference to third parties with Putzmeister's prior consent in text form.

### **III. Delivery Times**

1. The delivery times and dates specified in the order are binding unless otherwise agreed between the Parties. If no delivery dates are specified in the order, the delivery dates specified by the Supplier are agreed as binding. For compliance with the delivery date or the delivery period, the date on which the goods are delivered to the place of use specified by Putzmeister is decisive. If acceptance is required, the date of successful acceptance is decisive for compliance with the delivery date or the delivery period.
2. The Supplier is only entitled to partial deliveries and partial services with the consent of Putzmeister in text form. The acceptance of additional deliveries is at the sole discretion of Putzmeister.
3. If the Contractor recognizes that agreed deadlines cannot be met, it must inform Putzmeister of this immediately, stating the reasons and the expected duration of the delay. The obligation of the Supplier to deliver or perform on time remains unaffected by this. If the Supplier culpably fails to comply with this obligation to notify, Putzmeister is entitled to demand compensation for the resulting damage.
4. The acceptance of the delayed delivery or service by Putzmeister does not constitute a waiver of claims or rights.

5. If the agreed deadlines are not met due to circumstances for which the Supplier is responsible, Putzmeister is entitled, after a reasonable period of grace set by Putzmeister, to demand compensation for damages in lieu of performance or to procure a replacement from a third party at the expense of the Supplier and/or withdraw from the contract. In the event of repeated delays in delivery, Putzmeister is entitled, after prior warning in text form, to withdraw with immediate effect from all other orders not yet fulfilled by the Supplier at that time. Putzmeister is not entitled to demand compensation in lieu of performance if the Supplier is not responsible for the non-performance; however, Putzmeister is then entitled to withdraw.

6. If the Supplier is unable to meet the agreed deadline or the agreed date due to force majeure (e.g. natural disasters, riots, war, fire, flood) or other unforeseeable circumstances for which it is not responsible, the delivery time shall be extended by the period of time related to the disruption. The Supplier can only invoke the aforementioned reasons if it informs Putzmeister about the disruption that has occurred and its probable duration immediately. If the disruption is more than just temporary in nature and acceptance as a result of the delay is unreasonable for Putzmeister, Putzmeister is entitled to withdraw from the part of the contract that has not yet been fulfilled. In the event of partial performance, Putzmeister is entitled to withdraw from the contract as a whole if Putzmeister has no interest in the partial performance.

7. The Supplier shall immediately inform Putzmeister in text form if it has or anticipates difficulties in the production or delivery of the agreed quality or the procurement of materials, or if other circumstances arise which prevent it from making the delivery properly and on time. If the Supplier violates this obligation, it must compensate Putzmeister for the resulting damage.

8. In other respects, the statutory provisions apply with regard to the Supplier's liability for delays.

#### **IV. Prices, Shipping, Packaging, Transfer of Risk and Ownership**

1. The prices quoted in the order are binding. Unless otherwise agreed, the prices quoted are fixed prices; costs for all services and ancillary services of the Supplier, as well as all ancillary costs, in particular for packaging, freight and transport to the shipping address or place of use specified by Putzmeister are included in these prices. All prices are inclusive of statutory value-added tax, unless this is reported separately. Insofar as Putzmeister has to bear the transport costs in accordance with the contractual agreement, the most favorable transport option for Putzmeister must be selected for the delivery.

2. Deliveries are made free domicile to the shipping address or place of use specified by Putzmeister, unless otherwise agreed. Shipping is at the risk of the Supplier. The risk of any deterioration, including accidental loss, remains with the Supplier until handover at the shipping address or point of use requested by Putzmeister.

3. Each delivery must be accompanied by a delivery note in duplicate, which describes the type and scope of the Goods as well as the order/item number and article number of the order. If the Goods are delivered directly to a third party or if the Goods are collected by a third party, the Supplier must follow Putzmeister's instructions.

4. The transfer of ownership of the Goods to Putzmeister is unconditional and comes into effect irrespective of payment of the purchase price. If, however, Putzmeister accepts an offer of the Supplier for the transfer of ownership that is conditioned by the purchase price payment in individual cases, the retention of title of the Supplier shall expire at the latest upon purchase price payment for the delivered Goods. Putzmeister remains entitled to resell and transfer the Goods in the normal course of business even before payment of the purchase price under advance assignment of the claim arising therefrom (in the alternative application of the simple retention of title extended to the resale). This therefore excludes all other forms of retention of title, especially the extended, the forwarded, and the retention of title extended to the further processing.

5. The supplier is obliged to always deliver goods shipped to Putzmeister free of packaging defects. In case of non-compliance with this obligation, Putzmeister reserves the right to claim damages incurred.

6. The Supplier is obliged to avoid superfluous packaging and thus to minimize the effort at Putzmeister for the disposal of packaging. Corresponding guidelines for packaging can be found within the currently valid packaging guideline of Putzmeister.

#### **V. Reservation of Inspection**

Putzmeister reserves the right to inspect the Goods at its own discretion, whether at the Supplier's location or at third parties used by the Supplier to fulfill its obligations – including during the production process – as well as at the forwarding agent or in warehouses.

#### **VI. Warranty**

1. The statutory provisions shall apply to the Supplier's warranty (including incorrect and short delivery as well as improper assembly/installation), unless indicated otherwise by these GCP or another agreement between Putzmeister and the Supplier.

2. The delivery items are free of material defects if they fulfill the subjective requirements, the objective requirements, and the assembly requirements at the time of the transfer of risk (Section 434 BGB).

3. The Supplier must ensure that all Goods delivered by it and all services rendered by it comply with the latest state of the art, the relevant legal provisions (in particular the applicable requirements for technical safety, occupational safety, health, environmental and fire protection) and the regulations and guidelines of authorities, professional associations and trade associations as well as the prescribed functions and specifications. This also applies accordingly to compliance with all technical data and quality standards specified in the orders, drawings and/or delivery specifications that define the nominal, meaning the required quality of the performance to be rendered by the Supplier. If deviations from these rules should be necessary in individual cases, consent thereto must be obtained from Putzmeister. The warranty obligation of the Supplier is not affected by this consent. If the Supplier has concerns about the type of implementation desired by Putzmeister, it must notify Putzmeister of this immediately. This also applies to any suggestions for improvements or changes made by the Supplier with regard to the delivery or service requested by Putzmeister. If Putzmeister does not make any other agreements with the Supplier regarding the nominal, meaning the required quality of the Goods ordered, the product information provided by the Supplier or manufacturer shall apply in other respects as an agreement on the quality. Irrespective of this, the Supplier is responsible for ensuring that the Goods supplied are suitable for the use stipulated in the contract.

4. Putzmeister is only obligated to examine the delivered Goods and to give notice of defects after complete delivery and only with regard to such defects that are openly evident during the incoming goods inspection with an external appraisal including the delivery documents (e.g. transport damage, incorrect and short deliveries) or during a quality control in a random sample procedure – to the extent this is at all feasible in the ordinary course of business. Insofar as there is an obligation to give notice of defects, the notice is deemed to have been made without undue delay and in good time if it is sent within 10 calendar days after delivery of the Goods in the case of obvious defects or within 10 calendar days after a hidden defect has been detected or could have been detected assuming a proper inspection. If the Parties agreed on an acceptance of the Goods, there is no obligation to inspect.

5. Defects of the Goods reported during the warranty period, including failure to achieve guaranteed data and the lack of warranted qualities, shall be remedied by the Supplier upon request immediately and without charge, including all incidental expenses at the discretion of Putzmeister by redelivery of the defective products or through rectification of the defect. Further statutory claims, in particular the right to withdraw, reduce the price and/or claim damages, remain unaffected.

6. If the Supplier culpably fails to meet its warranty obligation within a reasonable period set by Putzmeister, Putzmeister is entitled to take the necessary measures itself at the expense and risk of the Supplier – without prejudice to its ongoing warranty obligation – or to have the necessary measures taken by third parties and to demand replacement from the Supplier for the necessary expenses or a corresponding advance payment. If the subsequent performance of the Supplier has failed or is not reasonable for Putzmeister (e.g. due to special urgency, endangerment of operational safety or impending occurrence of disproportionate damage), no deadline is required; Putzmeister shall notify the Supplier of such circumstances without undue delay, if possible in advance.

7. The warranty period is 24 months, unless Putzmeister has expressly agreed otherwise with the Supplier or the law provides for a longer warranty period for the Goods or services to be provided by the Supplier. The warranty period begins at the earliest when the Goods are handed over to Putzmeister or the third party named by Putzmeister at the point of receipt or use specified by Putzmeister. If acceptance is required, the warranty period begins on the acceptance date stated in Putzmeister's declaration of acceptance. In the case of rectification or subsequent delivery, the limitation period begins anew. In the case of rectification, however, this only applies insofar as it concerns the same defect or the consequences of a defective rectification.

8. For delivery items, Goods or products that cannot remain in operation during the investigation of defects, the warranty period is extended by the time of the interruption of operations.

9. The acknowledgment of receipt of the Goods or their acceptance or the acceptance of services does not relieve the Supplier of its warranty obligations, even if Putzmeister is aware of a defect.

10. Approval of the drawings submitted by the Supplier to Putzmeister does not relieve it of its warranty obligations.

11. The Supplier is not entitled to modify the delivery item after conclusion of the contract or during the delivery period without the express consent of Putzmeister. This applies even to the smallest changes and even if the specifications, dimensions, analyses, recipes, manufacturing processes, etc. prescribed by Putzmeister are still adhered to. Changes to the product to be delivered by the Supplier are only permitted with the consent of Putzmeister in text form. If the Supplier culpably fails to meet this obligation, it must pay for all costs and other damage incurred by Putzmeister as a result of this breach of duty, e.g. due to follow-up examinations, expert opinions, additional calculations, follow-up treatment, replacement deliveries, etc.

12. If the Supplier intends to make changes to the manufacturing processes, the composition or the properties of the products, the place of manufacture, the upstream suppliers for materials or preliminary products and the process or the equipment for testing the products for future deliveries, or other changes that are relevant for the use of the delivery item by Putzmeister or its customers, the Supplier must inform Putzmeister of this in good time, but at least three months in advance, in text form.

## **VII. Liability**

1. The Supplier is obliged to indemnify Putzmeister on first request from any obligation to pay damages – including legal costs – which Putzmeister may incur as a result of defective delivery, violation of official safety regulations, insufficient documentation, operating and maintenance instructions or any other reasons attributable to the Supplier or asserted against Putzmeister by a third party. This also applies in particular if a claim is asserted against Putzmeister by a third party due to no-fault liability under the German Product Liability Act or corresponding regulations in other countries or under the law of the European Union. In these cases, the Supplier assumes liability for Putzmeister towards the third party if and to the extent that the cause of the damage lies within the Supplier's area of responsibility. The above right to indemnification shall only become statute-barred as soon as the claims asserted against Putzmeister by third parties also become statute-barred.

2. Even if the construction or design of the Goods is based on Putzmeister instructions, the Supplier must point out any special risks associated with the desired construction or design.

3. The Supplier is obliged to reimburse Putzmeister for all expenses incurred out of or in connection with a warning and recall campaign carried out if and to the extent that the cause for this falls within the control and organizational area of the Supplier. Putzmeister will coordinate the content and scope of the measures to be carried out with the Supplier in advance – to the extent possible and reasonable – and give the Supplier the opportunity to comment.

4. The Supplier's liability according to other provisions of these GCP – e.g. §11 para. 1 and para. 7, § 12 para. 5, § 17 and § 21 para. 4 – remains unaffected by the provisions of this § 7.

## **VIII. Third-Party Rights**

1. Insofar as license fees are incurred for the contractual use of the delivery item in connection with or in conjunction with other items, these are to be borne by the Supplier.

2. The Supplier warrants that the delivered Goods are free of third-party rights and that no third-party rights are violated through the contractual use of the deliveries and services.

3. If property rights of third parties are infringed by the delivery or service of the Supplier or by the contractual use of the delivery item, the Supplier is primarily obliged to compensate for this by procuring the rights or by modifying the delivery item or other service provided – insofar as this is reasonable for Putzmeister – to ensure that the infringement no longer exists.

4. Irrespective of para. 3, the Supplier is obliged to indemnify Putzmeister from third-party claims due to the infringement of third-party property rights and Putzmeister from expenses incurred in connection with the claim and to bear all costs that Putzmeister incurs as a result. There is no such obligation if Putzmeister reaches agreements with the third party that relate to its claims, in particular a settlement, without the consent of the Supplier.

## **IX. Property Rights**

1. If third parties sue Putzmeister for alleged infringement of copyrights or industrial property or labeling rights as well as other regulations and/or rights, the Supplier shall provide security to Putzmeister in the amount of the value asserted within three weeks of notification of the filing of the complaint in a suitable manner.

2. Item 1 above does not apply if the Supplier is not responsible for the infringement. However, any statutory claims by Putzmeister remain unaffected in any case.

3. The contracting parties undertake to inform one another without undue delay if risks of infringement and alleged cases of infringement become known and to give each other the opportunity to mutually counteract corresponding claims by third parties.

## **X. Invoices and Payments**

1. Invoicing takes place at the earliest at the time of delivery, including delivery of all documents relevant to the contract or the provision of the services owed. Invoices are to be sent separately; they may not be attached to the Goods.

2. Invoices must correspond to the items in the order with respect to wording and order and must contain the order and article number. Any additional services and deliveries must be listed separately in the invoice in text form with reference to the corresponding previous orders.

3. Unless otherwise agreed, payments are due net within 30 calendar days of complete delivery and service (including any agreed acceptance) and receipt of a proper invoice and delivery of all necessary documents (e.g. certificate of material tests) at Putzmeister without deduction. If Putzmeister makes payment within 14 calendar days of invoice receipt, the Supplier shall grant Putzmeister a 3% discount on the net invoice amount. For bank transfers, payment is made on time if Putzmeister's transfer order is received by Putzmeister's executing bank before the expiry of the payment period; Putzmeister is not responsible for delays by the banks involved in the payment process. Delays in payment due to the Supplier issuing an invoice that does not meet the requirements of this § 10 shall be to the detriment of the Supplier unless it can prove that it is not responsible for the requirements not being met.

4. Putzmeister does not owe any interest on due amounts. For payment default, the statutory provisions shall apply.

5. Even if Putzmeister was aware at the time of payment of the purchase price and/or other remuneration that the delivered Goods were defective, the settlement of the invoice does not constitute a waiver of Putzmeister's claims due to the defectiveness of performance.

6. The Supplier is only entitled to offset if and to the extent that its counterclaims have become *res judicata* or are undisputed. It is only entitled to exercise a right of retention insofar as its counterclaim is based on the same contractual relationship and is due.

7. Putzmeister is entitled to set-off and retention rights as well as the defense of plea of non-performance of the contract to the extent permitted by law. Putzmeister is in particular entitled to withhold due payments as long as Putzmeister is still entitled to claims against the Supplier from incomplete or defective performance.

8. Without the prior consent of Putzmeister in text form, which may not be unreasonably withheld, the Supplier is not entitled to assign its claims against Putzmeister or third parties or to have them collected by third parties. If the Supplier is supplied under extended retention of title, the consent in the sense of the previous sentence is deemed to have been granted. If, contrary to sentence 1 above, the Supplier assigns its claims to a third party without the consent of Putzmeister, the assignment shall nevertheless be effective. However, Putzmeister can render performance to the Supplier or the third party at its discretion with discharging effect vis-à-vis the Supplier.

#### **XI. Provided Goods; Provided Tools and other Means of Production**

1. The Supplier must inspect the Goods provided by Putzmeister without undue delay after they have been handed over by Putzmeister or its upstream suppliers and, if a defect is found, inform Putzmeister of this without undue delay. If such a defect later becomes apparent, the notification must be made without undue delay after discovery. If the Supplier culpably fails to meet these obligations, the Supplier is obliged to compensate Putzmeister for all resulting damage.

2. The Supplier must label the Goods provided by Putzmeister as the property of Putzmeister and store them separately from other products, so that the Goods provided by Putzmeister as such can be stored for the entire duration and – as far as technically possible and reasonable for the Supplier – are unequivocally identifiable even during the processing process. The Supplier is liable to Putzmeister for the loss of or damage to items provided. The Supplier has to insure the Goods provided by Putzmeister at its own expense at least for the market value against fire, water, theft and comparable cases of damage. The Supplier must inform Putzmeister of any legal or actual impairment of the items provided by Putzmeister immediately.

3. The materials provided by Putzmeister are treated and processed on behalf of Putzmeister and remain the property of Putzmeister in the treatment and processing stage. It is agreed that Putzmeister will be a co-owner of the products manufactured using the materials or parts provided by Putzmeister in the proportion of the value of the materials provided to the value of the entire product. The same applies if Putzmeister's property ceases as a result of mixing or combination.

4. Tools and other means of production that are made available to the Supplier by Putzmeister for the manufacture of the Goods to be delivered to Putzmeister or for the provision of other services remain the property of Putzmeister. Insofar as the Supplier acquires or produces tools or other means of production in whole or in part at the expense of Putzmeister, which are necessary specifically for the production of the parts to be delivered to Putzmeister, these shall pass into the possession and ownership of Putzmeister upon payment by Putzmeister. In this respect, the Parties agree that the Supplier holds the tools and means of production as a borrower for Putzmeister. The Supplier shall not be entitled to any right of retention to them. The tools and other means of production owned by Putzmeister must be clearly and appropriately marked as Putzmeister's property. The Supplier must insure them at its own expense at replacement value against fire, water, theft and comparable cases of damage. The Supplier hereby assigns all claims for compensation from this insurance to Putzmeister, which hereby accepts the assignment.

The Supplier is obliged to carry out any necessary maintenance and inspection work on the Putzmeister tools as well as all maintenance and repair work in good time at its own expense. The Supplier must inform Putzmeister of any legal or actual impairment of the tools or other means of production provided by Putzmeister immediately.

5. The Supplier is obliged to use the tools and other means of production specified in § 11 para. 4 exclusively for the manufacture of the Goods ordered by Putzmeister. They may only be scrapped or made accessible to third parties with the prior written consent of Putzmeister.

6. The Supplier is obligated to handle and store the tools and other means of production specified in § 11 para. 4 with care. The care and maintenance of these tools and other means of production is based on the agreements made between the Parties.

7. Insofar as Putzmeister suffers damage as a result of a breach by the Supplier of the above obligations in this § 11, the Supplier must compensate for this, unless the Supplier is not responsible for the breach of duty.

#### **12 Drawings/Documents, Industrial Property Rights, Confidentiality**

1. All documents, drawings, samples, etc., which are made available to the Supplier for the submission of an offer or the manufacture of the delivery item by Putzmeister remain the property of Putzmeister; copyright and all other existing industrial property rights are reserved. The Supplier is not entitled to use the information, ideas or other know-how contained therein for purposes other than preparing an offer or fulfilling the contract for Putzmeister. The latter only does not apply if the Supplier was already aware of the information, ideas or other know-how before receiving it from Putzmeister or if it received it lawfully at a later point in time by other means. The documents, drawings, samples, etc. must be returned to Putzmeister immediately upon request – without separate request if no order is placed or after completion of an order – together with all copies and reproductions. The Supplier shall not be entitled to any right of retention to them. Sentences 1 and 2 apply *mutatis mutandis* to the drawings and other documents prepared by the Supplier according to special specifications from Putzmeister.

2. The Supplier must treat the documents specified in para. 1 and all other information received in connection with the order or the execution of the order – even after the end of the order – as trade secrets and thus confidentially. They may only be made known to third parties with the prior consent of Putzmeister. Documents and information that Putzmeister receives from the Supplier in connection with the order or the execution of the order will be treated as trade secrets insofar as the Supplier has expressly informed Putzmeister of the need for confidentiality. The confidentiality obligation does not apply if the content of the documents involves facts that are publicly known or later become publicly known – without this being based on a breach of duty by the Party bound to confidentiality.

3. The Supplier must present all necessary drawings and documents to Putzmeister with the offer that are necessary for a discussion of the technical details of the delivery item. However, such a discussion or other participation by Putzmeister in the design work does not relieve the Supplier of its sole responsibility for the product and any warranty and other obligations resulting therefrom.

4. The Supplier is obliged to provide all drawings and documents that Putzmeister or its customers need for the installation, operation, maintenance, servicing and repair of the delivery item in good time and without separate request – at the latest with the delivery – free of charge.

5. Insofar as Putzmeister incurs damage as a result of a breach by the Supplier of the above obligations in this § 12, the Supplier is obliged to compensate for this, unless the Supplier is not responsible for the breach of duty.

### **XIII. Delivery Guarantee**

1. Insofar as the delivery items are Goods specially developed for Putzmeister, in particular if Putzmeister has directly or indirectly contributed to the costs for development and/or production equipment, the Supplier undertakes to supply Putzmeister with these Goods within the scope of its needs and to accept orders from Putzmeister for as long as Putzmeister requires these Goods. The Supplier will be informed in good time of the anticipated delivery volume based on Putzmeister's customer demand forecasts. However, the Supplier has no entitlement to the acceptance of certain quantities, unless expressly agreed otherwise.
2. The Supplier undertakes to guarantee the delivery of the necessary spare parts for a period of 15 years after delivery of the Goods – even after the end of series production of the Goods in question. If the Supplier becomes aware within this period that this will no longer be possible, the Supplier is obligated to notify Putzmeister immediately of the point in time the Supplier will no longer be able to supply Putzmeister and, if the Supplier cannot offer Putzmeister any other options that are reasonable for Putzmeister, grant Putzmeister the opportunity to procure long-term spare parts 12 months before discontinuing production.

### **XIV. Quality Assurance and Control**

1. The Supplier must carry out quality assurance that is suitable in terms of type and scope and corresponds to the latest state of the art and must provide evidence of this to Putzmeister upon request. If Putzmeister deems it necessary, it will enter into a corresponding quality assurance agreement with Putzmeister.
2. If a special quality control is to be carried out for the delivery item as part of the acceptance, the personnel acceptance costs shall be borne by Putzmeister and the material costs shall be borne by the Supplier, unless otherwise agreed.
3. The completion date must be specified at least one week before acceptance.
4. If a second visit by the quality officer is necessary as a result of defects found, the costs for this will also be borne by the Supplier. The same applies if the delivery item is not presented to the quality officer by the date specified in para. 3.

### **XV. Proof of Origin and Value-Added Tax Certificates, Export Restrictions**

1. At the latest upon delivery, the Supplier must provide Putzmeister with all necessary certificates of origin with all the information required in signed form at its own expense. The same applies to value-added tax verifications if it's required in individual cases for deliveries abroad and within the EU.
2. The Supplier must inform Putzmeister immediately if a delivery is subject in whole or in part to export restrictions under German, European or any other applicable law. If an export permit is required for the delivery, the Supplier is responsible for obtaining it.

### **XVI. Recourse to Suppliers**

1. In addition to claims for defects, Putzmeister shall be entitled without restriction to claims for expenses and recourse within a supply chain (supplier recourse pursuant to Sections 478, 445a, 445b BGB) in favor of Putzmeister in accordance with the statutory provisions. Putzmeister is especially entitled to demand exactly the type of remedy (rectification or substitute delivery) from the Supplier which Putzmeister owes to its customers in the individual case. Putzmeister's statutory option (Section 439 para. 1 BGB) is not thereby limited.
2. Before Putzmeister recognizes or fulfill a warranty claim asserted by one of its customers (including reimbursement of expenses pursuant to Sections 445a para. 1, 439 paras. 2, 3, 6 sentence 2 BGB), Putzmeister will notify the Supplier and request a written statement while briefly describing the circumstances. If a substantiated statement is not given within a reasonable period of time and if no amicable solution is found either, the claim for defects actually granted by Putzmeister is deemed to be owed to its customer. In this case, the Supplier is responsible for providing evidence to the contrary.
3. Putzmeister's claims from supplier recourse shall apply even if the defective Goods have been combined with another product or processed in any other way by Putzmeister, its customer or a third party, e.g. by fitting, attachment or installation.

### **XVII. Manufacturers' Liability – Insurance**

1. If the Supplier is responsible for product damage, it shall indemnify Putzmeister from claims of third parties on first demand to the extent the cause falls within its area of control and organization and it is liable in the external relationship itself.
2. If a claim is asserted against Putzmeister by a third party because of a deficiency or a product defect in the item delivered by the Supplier or another service rendered by it that requires replacement, the Supplier shall indemnify Putzmeister against all expenses resulting out of or in connection with the claim, including those resulting out of or in connection with a recall campaign lawfully carried out by Putzmeister. Furthermore, Putzmeister is entitled to demand reimbursement of the damage incurred, including reasonable legal defense costs, from the Supplier. Putzmeister shall notify the Supplier of the content and scope of recall measures – as far as possible and reasonable – and give it an opportunity to comment. Further statutory claims shall remain unaffected.
3. The Supplier undertakes to verifiably maintain product liability and recall insurance with an appropriate sum insured per personal injury/property damage and financial loss. Proof of concrete minimum sums insured and the term must be provided upon Putzmeister's first request.
4. The Supplier may not reduce the scope of the insurance without the consent of Putzmeister.

### **§ 18 Limitation**

The mutual claims of the Parties shall become time-barred in accordance with the statutory provisions, unless otherwise determined in these GCP. If acceptance has been agreed, the limitation period begins with the acceptance. Claims arising from defects of title shall not become time-barred under any circumstances as long as the third party can still assert the right against Putzmeister – in particular in the absence of a statute of limitation. The limitation periods of commercial law – to the extent legally permitted – apply for all contractual claims for defects. Insofar as Putzmeister is also entitled to non-contractual claims for damages because of a defect, this shall be subject to the normal statutory limitation period (Sections 195, 199 BGB), if the application of limitation periods of commercial law do not lead to a longer limitation period in the individual case.

### **XIX. Data Protection**

1. The Supplier undertakes to comply with the relevant data protection regulations, in particular the provisions of the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG), as the controller or processor when providing the contractual services. Irrespective of the further provisions pursuant to this § 19, it is responsible for the lawful handling of the personal data that may be made available to it by Putzmeister for the provision of the contractual services.
2. The Supplier undertakes to process any personal data made available to it by Putzmeister exclusively in a lawful and transparent manner and exclusively for the provision of contractual services. Any further use of the data, in particular for the Supplier's own purposes or for the purposes of third parties, is not permitted.
3. The Supplier undertakes to implement and comply with suitable, state-of-the-art technical and organizational measures to ensure the confidentiality, availability, integrity and authenticity of any personal data made available to it by Putzmeister for the purpose of executing the order in the scope provided in accordance with the relevant data protection regulations.
4. Furthermore, the Supplier undertakes to only use employees to provide the contractual services who have been familiarized with the statutory provisions on data protection and the special data protection requirements of Putzmeister's orders through appropriate measures and, insofar as they are not already subject to appropriate statutory confidentiality obligations, have been comprehensively sworn to confidentiality in writing.

## **XX. Compliance/Ethical Standards, Corporate Social Responsibility, Anti-Corruption**

1. The Supplier assumes responsibility for sustainable management and the security of the supply chain. In particular, it undertakes that in the manufacture and delivery of products and the provision of services, all statutory provisions to protect human rights, to comply with the relevant labor standards and to prohibit discrimination as well as forced and child labor are observed. Furthermore, the Supplier undertakes to observe the statutory provisions of the German Supply Chain Due Diligence Act (LkSG) and any other national or European provisions for the protection of the environment and human rights in the supply chain. The same applies to the legal requirements in relation to sustainability, CO2 emissions ("carbon footprint") and resource conservation. At the request of Putzmeister, the Supplier must provide information and submit evidence of this free of charge. This also applies if the Supplier does not fall under the direct scope of application of the relevant provisions. Finally, the Supplier undertakes not to tolerate any form of corruption and bribery or to engage in it in any way.

2. If the Supplier violates the obligations incumbent on it according to para. (1) above, Putzmeister is entitled to terminate the contract in whole or in part or to withdraw from all orders, without Putzmeister becoming liable as a result.

3. The Supplier shall ensure that the obligations applicable under this § 20 are also complied with by its employees, subcontractors, representatives, affiliated companies and all other persons involved in the fulfillment of the Supplier's obligations under the contract.

## **XXI. Information and Cyber Security**

1. The Supplier warrants that it will implement appropriate technical and organizational protective measures for the proper security of all Putzmeister information or data and will maintain them for two years after the end of the contract.

2. The Supplier shall undertake reasonable efforts to prevent theft or loss of passwords or unauthorized access to Putzmeister data.

3. The Supplier undertakes to inform Putzmeister without undue delay of any cyber security incident.

4. The Supplier is obliged to indemnify and hold Putzmeister harmless with regard to any liability, in particular losses and damage, due to information or cyber security incidents of the information system of the Supplier.

## **XXII. General Provisions**

1. If the Supplier is unable to meet its due liabilities on time, if it stops making payments or if insolvency proceedings (including preliminary insolvency proceedings) are initiated against the Supplier's assets, Putzmeister is entitled to withdraw from the contract for the portion of the contract not yet fulfilled by the Supplier. This right of withdrawal must be exercised within a period of one month after Putzmeister has become aware of the above circumstances.

2. The law of the Federal Republic of Germany, excluding the UN Sales Convention (CISG), shall apply to these GCP and the contractual relationship between Putzmeister and the Supplier.

3. If the Supplier is an entrepreneur within the meaning of the German Commercial Code, Putzmeister's registered office is the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. However, Putzmeister is also entitled to sue the Supplier at another place of jurisdiction.

4. The place of performance for all contractual obligations is Putzmeister's registered office or the place of use specified by Putzmeister.

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