



# GENERAL TERMS AND CONDITIONS OF PURCHASE

## 1. SCOPE

1.1 The following General Terms and Conditions of Purchase shall apply exclusively to all orders placed by ProtACT GmbH. We do not recognize any modifications or additions, as well as any terms and conditions of the supplier that contradict or deviate from these Terms and Conditions of Purchase, unless we expressly confirm them in writing as an addition to our Terms and Conditions of Purchase and thereby agree to their applicability. Acceptance of deliveries or services or their unconditional payment by us shall not constitute acceptance of the supplier's terms and conditions of sale. The following General Terms and Conditions of Purchase shall also apply to all future business transactions with the respective supplier.

1.2 If suppliers operate from abroad, the provisions of Incoterms 2020 shall additionally apply. The respective delivery address or place of performance as specified in the order shall be decisive. Furthermore, the supplier undertakes to comply with all relevant export and customs regulations applicable to international trade.

1.3 If the supplier makes changes or incorrect statements in the order confirmation, we reserve the right to cancel the order without costs and with immediate effect.

## 2. ORDER PLACEMENT

2.1 Contracts, orders, agreements, and delivery call-offs, as well as amendments or additions thereto, must be in writing.

2.2 Oral agreements made after the conclusion of a contract (including any changes to this written form clause) as well as ancillary agreements of any kind shall also require our written confirmation to be effective.

2.3 Orders, contracts, agreements, and delivery call-offs may be revoked by us until receipt of a written order confirmation. The order confirmation must be provided within three working days.

2.4 The specification of the purchased item is determined exclusively by the order. Deviations in the order confirmation require our express counter-confirmation.

2.5 Cost estimates are binding and will not be reimbursed unless explicitly agreed otherwise.

2.6 The seller must deliver all accessories and instructions necessary for the intended use of the goods.

2.7 Orders, changes, and additions may also be made via electronic communication (e-mail, EDI, digital platforms). The supplier undertakes to treat electronic documents confidentially and to protect them from unauthorized access.

2.8 If the supplier makes changes or incorrect statements in the order confirmation, we reserve the right to cancel the order without costs and with immediate effect.

## 3. PRICES, TERMS OF PAYMENT

3.1 The price stated in the order is binding. Unless otherwise agreed in writing, the price includes delivery free of charge to the destination, customs paid (DDP according to Incoterms 2020), including packaging and insurance but excluding VAT, or delivery to the location specified in the order.

3.2 Following delivery of the goods, the seller shall issue us an invoice in accordance with the order and these Terms and Conditions of Purchase. The order number must be stated on the invoice.

3.3 Our payment shall be made by the end of the month following the receipt of the goods and the invoice, in the payment method of our choice. A delivery made before the agreed date shall not affect the payment deadline tied to that date. If we make payment within 14 days of receipt of the goods, we are entitled to deduct a 3% discount from the gross invoice amount. If the goods arrive later than the invoice, the discount period shall commence upon receipt of the goods.

3.4 Unless otherwise agreed, all payments shall be made in Euros (EUR). The supplier bears the risk of exchange rate fluctuations.

## 4. DELIVERY, TRANSPORT, ACCEPTANCE

4.1 The delivery dates and deadlines specified in the order are binding. They start from the date of the order. Compliance with the delivery date and deadline shall be determined by the receipt of the goods by us or the provision of the service. If delivery free to works (DAP or DDP according to Incoterms 2020) is not agreed, the supplier must provide the goods in time for loading and shipment, considering the time required for coordination with the freight forwarder.

4.2 The supplier is obliged to notify us immediately in writing if circumstances of any kind arise or become apparent that indicate that the agreed delivery time cannot be met.

4.3 The seller has no right to withhold delivery until payment of the purchase price or settlement of other claims against us unless such claims have been acknowledged by us or have been established by a legally binding court judgment. In the event of delayed



delivery by the supplier, we are entitled to claim liquidated damages of 1% of the order value per working day, but no more than 10% of the order value. The supplier expressly retains the right to prove that a lower or no damage has occurred. Any additional resulting consequential costs shall be charged to the contractor based on proof.

4.4 Partial deliveries require our prior approval.

4.5 If the supplier is unable to deliver the goods in whole or in part, we may terminate the contract concerning the undelivered parts. To prevent consequential damages and costs, we are also entitled to procure the necessary goods elsewhere. The additional costs incurred (e.g., express charges) shall be borne by the supplier based on proof.

4.6 The unconditional acceptance of a delayed delivery or service does not constitute a waiver of any claims for compensation due to the delayed delivery or service; this shall apply until full payment of the amount owed by us for the affected delivery or service.

4.7 The risk shall not pass to the buyer before the goods are accepted by the buyer unless the buyer fails to take delivery of the goods within a reasonable period set in writing by the seller after the expiry of the delivery time and thereby commits a material breach of contract.

4.8 The supplier must package the goods appropriately.

4.9 If express deliveries are required, the resulting additional costs shall only be borne by us if expressly agreed in writing and prior approval has been obtained from us.

4.10 The supplier undertakes to use sustainable packaging materials and to dispose of them in accordance with applicable environmental regulations.

## 5. INSPECTION FOR DEFECTS, MATERIAL DEFECTS

5.1 The supplier shall deliver the goods and services so that they are free from material defects at the time of risk transfer.

5.2 We are not obliged to inspect the goods immediately upon receipt. We shall make reasonable efforts to inspect the goods for defects, including checking accuracy, completeness, and usability, in the form of random sampling as soon as and as far as practicable in the normal course of business. The application of § 377 HGB is excluded to the extent legally permissible. In any case, a complaint within 30 days of discovery of a defect or other complaint is deemed timely. The supplier waives the right to object to a late notification of defects.

5.3 The seller guarantees that the delivered goods comply with the agreed specification for at least two years from delivery and are fully suitable for the purpose specified in the order. Any further guarantees or claims under applicable law remain unaffected, especially those with longer guarantee periods.

5.4 In the event of material defects, we are entitled, at our discretion, to demand rectification of defects or replacement delivery. The right to claim damages is expressly reserved. If the supplier does not promptly begin defect rectification after being requested by us to do so, we shall have the right, in urgent cases, particularly to avert acute dangers or prevent major damages, to carry out the rectification at the supplier's expense or have it carried out by a third party.

5.5 If the defect is due to the supplier's fault or if the delivered goods lack an agreed quality, the supplier shall also compensate for damages that do not affect the item itself.

5.6 Payments do not constitute a waiver of the right to return goods. We only accept defective goods at the seller's expense and risk and store them in their name.

5.7 We reserve the right to notify hidden defects immediately upon their discovery, even if the statutory warranty period has already expired.

5.8 If the supplier delivers digital products or software, they shall be liable for malfunctions, security vulnerabilities, and updates for a period of at least two years from delivery.

## 6. PRODUCT LIABILITY, INDEMNIFICATION

6.1 If we are held liable due to a defect in the product for violating official safety regulations or based on domestic or foreign product liability laws or regulations, which is attributable to the supplier's goods, we are entitled to claim compensation for the damages caused by the supplier's products. This damage also includes the costs of a necessary recall action. If a defect occurs in a part supplied by the supplier, it is presumed that the defect originated exclusively within the supplier's responsibility.

6.2 The supplier undertakes to maintain adequate product liability insurance and to provide us with proof thereof upon request.

6.3 The supplier is liable for consequential damages, production losses, or lost profits if these were caused by defective deliveries or services.



## 7. TERMINATION AND WITHDRAWAL RIGHTS

7.1 In addition to statutory withdrawal rights, we are entitled to withdraw from or terminate the contract with immediate effect if

- The supplier has ceased supplying its customers;
- The supplier breaches an obligation under the supply contract and does not remedy the breach within a reasonable period, which shall not exceed 30 days from notification of the breach;
- A significant deterioration in the supplier's financial situation occurs or is imminent, thereby jeopardizing the fulfillment of a supply obligation towards us;
- The supplier becomes insolvent or over-indebted
- The supplier ceases its payments.

7.2 We are also entitled to withdraw from or terminate the contract if the supplier applies for insolvency proceedings or comparable debt settlement proceedings over its assets.

7.3 Statutory rights and claims are not restricted by the provisions in this clause.

7.4 We are entitled to withdraw from the contract if the supplier violates compliance requirements (e.g., environmental regulations, ESG criteria, occupational safety regulations).

## 8. LEGAL DEFECTS

8.1 The seller guarantees that the delivered goods in the destination country are free from rights or claims of third parties based on industrial or other intellectual property (e.g., patent law, trademark rights, design rights, utility models, copyrights). If the destination country is not separately specified in the order, the designated delivery address shall apply. The seller cannot argue that we were aware of the existence of third-party rights or claims in the destination country.

8.2 If claims based on industrial or other intellectual property rights are asserted against us or if another legal defect arises concerning the goods, we shall not lose our legal remedies by failing to notify the seller.

8.3 The seller indemnifies us, distributors, retailers, and consumers of the purchased goods against all claims if the products or materials supplied by the seller infringe property rights, usage rights, and/or patent rights, trademarks, or other intellectual property rights of a third party. All costs incurred by us, distributors, retailers, or consumers (including legal fees, etc.) shall be borne by the seller.

8.4 If the supplier sources components from third parties, they shall be liable for all claims for recourse due to patent or copyright infringements.

8.5 If products are resold to other countries, the supplier guarantees compliance with applicable intellectual property rights in those countries.

## 9. RETENTION OF TITLE

9.1 Since the goods we order are typically processed or transformed into our products, and any retention of title would thereby expire, all deliveries to us must be made free from such reservations.

9.2 The supplier waives any form of extended, prolonged, or subordinated retention of title.

## 10. DOCUMENTS, CONFIDENTIALITY

10.1 All business or technical information made accessible by us must be kept confidential unless demonstrably publicly known and may only be disclosed within the supplier's company to those persons who necessarily need access for the purpose of delivery to us and are also bound by confidentiality obligations; such information remains our exclusive property. Without our prior written consent, such information, or products manufactured or labeled with such information, tools, trademarks, or presentations may not be duplicated, used for commercial purposes, or ultimately supplied to third parties. Upon our request, all information originating from the buyer and loaned items must be immediately and fully returned to us or destroyed.

10.2 Products manufactured according to our designs, such as drawings, models, and similar, or based on our confidential information, or produced using our tools or replicated tools, may not be used by the supplier for their purposes, nor may they be offered or supplied to third parties. This applies accordingly to our print orders.

10.3 The use of inquiries, orders, related correspondence, and the fact of a supply relationship or its initiation for advertising purposes requires our prior consent.



10.4 The supplier undertakes to delete or return all documents and data provided by us upon termination of the contract immediately, fully, and in compliance with applicable data protection laws.

## 11. APPLICABLE LAW, JURISDICTION

11.1 Contracts within the scope of business relations between the seller and us, as well as their conclusion, are governed by the law of the Federal Republic of Germany, excluding international sales law.

11.2 Unless otherwise stated in the contract, the place of performance is the location where the goods are to be delivered as per the order, or where the service is to be provided.

11.3 The place of jurisdiction for all legal disputes arising directly or indirectly from contractual relationships based on these Terms and Conditions of Purchase is Koblenz. We are entitled to sue the supplier at their general place of jurisdiction.

11.4 For international contracts, the buyer may, at their discretion, choose arbitration under the International Chamber of Commerce (ICC) Rules in Paris.

11.5 Before legal proceedings, both parties undertake to conduct mediation or an out-of-court dispute resolution process.

## 12. GENERAL PROVISIONS

12.1 If any provision of these terms or any additional agreements made becomes invalid, the validity of the remaining provisions shall remain unaffected. The contracting parties are obliged to replace the invalid provision with one that comes as close as possible to the economic purpose of the invalid provision. The same applies accordingly to regulatory gaps.

12.3 If individual clauses of these Terms and Conditions of Purchase are invalid or become invalid, the invalid provision shall be replaced by an economically equivalent provision, while the remaining provisions shall remain unaffected.