

General Terms and Conditions of Purchase



Precision to move

These Terms and Conditions apply if the supplier is a registered merchant or a legal person under public or private law.

1. General information

1.1 These Terms and Conditions form part of the contract concluded between Reich GmbH and the supplier.

1.2 These Terms and Conditions apply exclusively to the contractual relationship between Reich GmbH and the supplier. Any conditions of delivery and/or other terms and conditions of the supplier contrary to or deviating from these Terms and Conditions, and any other changes or ancillary agreements, shall only become part of the contractual relationship between Reich GmbH and the supplier if this is agreed in writing between Reich GmbH and the supplier. Therefore, the mere acceptance of delivered items and/or services or their payment by Reich GmbH shall not change or supplement the content of the contractual relationship between Reich GmbH and the supplier. Other conditions of delivery and/or other terms and conditions of the supplier which deviate from these Terms and Conditions will not become part of the contractual relationship between Reich GmbH and the supplier even if the supplier makes reference to its conditions of delivery and/or other terms and conditions and/or their applicability during the term of the contract and/or the execution of the contract, and Reich GmbH does not reject these conditions of delivery and/or other terms and conditions and/or their applicability.

1.3 Any other agreements shall only become part of the contractual relationship between Reich GmbH and the supplier if they are concluded in writing between Reich GmbH and the supplier.

1.4 Where the written form is stipulated as a condition in these Terms and Conditions, the text form shall also be sufficient for the effectiveness of the declaration of intent and notification, etc. The written form is therefore also ensured in particular with delivery by fax, electronic data interchange (EDI) and email.

1.5 The business hours of Reich GmbH are from Monday to Friday from 07:00 a.m. to 03:15 p.m.. The delivery and possible collection of delivered items must take place within that time. Reich GmbH is entitled to refuse the acceptance of deliveries outside the aforementioned business hours.

2. Offer of the supplier

2.1 The offer from the supplier must comply exactly with the inquiry of Reich GmbH. In the event of deviations, the supplier must make these apparent in the offer.

2.2 The offer from the supplier shall be free of charge and will not create any obligations for Reich GmbH. This also applies to the preparation of cost estimates. Reich GmbH is not obliged to accept the offer of the supplier.

3. Placement of orders by Reich GmbH

3.1 Orders and any changes to the order of Reich GmbH must be made in writing in order to be effective. The content of oral and telephone agreements shall only become binding contractual content if Reich GmbH confirms these agreements in writing.

3.2 The supplier must immediately check every order and change of order by Reich GmbH for recognizable errors, ambiguities, incompleteness as well as any inadequacy of the specifications chosen by Reich GmbH for the intended use, and notify Reich GmbH immediately of any necessary changes or clarifications regarding their order.

3.3 If the supplier fails to object in writing to a change of order by Reich GmbH within three working days after receipt thereof by the supplier, the change of order shall be considered to have been accepted. Working days are all days from Mondays to Saturdays inclusive, excluding public holidays at the registered office of Reich GmbH.

3.4 All documents and all other communications of the supplier are required to contain the following information:

- the full order number or the contract with a continuous call-off number, order date and
- the responsible dispatcher at Reich GmbH

4. Delivery

4.1 The supplier may only deviate from the contents of the respective order in his deliveries following receipt of the prior written consent of Reich GmbH.

4.2 The deadlines and periods agreed between the parties are binding. The date of delivery or the delivery period is determined by the receipt of the delivered items by Reich GmbH. If DAP or DDP delivery has not been agreed in accordance with Incoterms 2020, the supplier must provide the delivered items in due time, taking the time to be agreed with the carrier for loading and shipping into account.

4.3. The supplier is obliged to ensure that the respectively agreed delivery quantities, including any forecast quantities from the orders or the delivery calls of Reich GmbH can be manufactured and delivered in accordance with the contract and on time.

4.4. The material release time is three months. The production release time is six weeks. Both deadlines start with the final call-off from Reich GmbH. Orders for quantities that are outside these release periods are not binding for Reich GmbH and are only considered to be forecast quantities. Reich GmbH is not obliged to accept these forecast quantities and is not obliged to pay for them.

4.5 Delivery requests from Reich GmbH are binding for the supplier if the supplier fails to reject the delivery request in writing within three working days on the basis of any agreed reason for refusal.

4.6 If the supplier is obliged to provide set-up or installation services, the supplier shall bear all ancillary costs necessary for this, such as travel costs, activations, etc.. The supplier is also responsible for providing the tools.

4.7 The supplier is obliged to inform Reich GmbH immediately and indicating all material circumstances, if the supplier recognizes or is able to recognize on the basis of the present circumstances that:

- the compliance with specified delivery dates; or
- the delivery in the agreed quality

is unlikely to be secured, for whatever reason. The supplier must inform Reich GmbH of all essential circumstances. If the supplier fails to provide this information, Reich GmbH may, in addition to any other claims, assert claims against the supplier for damages which could have been avoided by an immediate notification.

4.8 In the event of default in delivery, Reich GmbH shall be entitled to the statutory claims without restriction.

4.9 The supplier shall be obliged to compensate Reich GmbH for all damages suffered by Reich GmbH as a result of a default in delivery by the supplier. This shall also apply if the supplier is not responsible for the default in delivery. The damages to be compensated in the event of a default in delivery also include in particular the damages incurred by the customer of Reich GmbH if they are based on the default in delivery of the supplier, the customer of Reich GmbH demands compensation for this and these damages could not be prevented or minimized by reasonable and appropriate measures of Reich GmbH.

4.10 Reich GmbH shall be entitled to demand from the supplier a fixed-rate compensation for damage caused by default amounting to 0.5% of the value of delivery or service for each full week in which the supplier is in default. However, this flat-rate compensation for default shall not exceed 5% of the value of the delivery and/or service for which the supplier is in default. Both the supplier and Reich GmbH shall be entitled to prove that no, lesser or greater damage has actually occurred as a result of the default in delivery. In the latter case, Reich GmbH shall be entitled to demand compensation for this greater damage from the supplier as well. However, the fixed rate damage caused by default shall be credited to any claims of Reich GmbH which exceed these claims. Any further statutory claims of Reich GmbH against the supplier shall remain unaffected.

4.11 The mere acceptance of a delayed delivery or a delayed performance does not constitute a waiver of the claims due to Reich GmbH for this reason.

4.12 The supplier is only entitled to make partial deliveries if this was agreed between Reich GmbH and the supplier prior to the first partial delivery.

4.13 The values determined by Reich GmbH during the incoming goods inspection are authoritative for the determination of quantities, weights and dimensions. The supplier is entitled to prove that the values determined by Reich GmbH are inaccurate.

4.14 With the delivery, Reich GmbH acquires the right to use software which is part of the scope of delivery of the product – including its documentation – to the extent permitted by law (Section 69a et seq UrhG [German Copyright Act]). With the delivery, Reich GmbH also acquires the right to use such software, including the associated documentation, with the agreed performance characteristics and to the extent necessary for the contractual use of the product. Reich GmbH is permitted to make a backup copy.

5. Force majeure and frustration of contract

5.1 If the delivery or the performance of the supplier becomes impossible in direct and causal consequence of an event for which neither the supplier nor Reich GmbH are responsible and which was also not foreseeable, this is considered to be force majeure, and the supplier shall be released from its obligation of delivery and/or performance as regards Reich GmbH in correlation to the temporal and quantitative extent of the hindrance. The supplier shall also lose the right to the agreed compensation to the extent of the hindrance. Events in the sense of sentence 1 are, for example, war, civil war, acts of terrorism, cyber attacks that cannot be prevented by normal protective measures, riots, unrest, legislative bans on exports and/or trading, natural disasters, pandemics, etc. On the other hand, strikes, lockouts, other operational disturbances and all other operational restrictions, and, in particular, difficulties purchasing materials and/or energy or similar events, are not regarded as events within the meaning of sentence 1 and are not considered force majeure. Such events therefore do not exempt the supplier of its obligations towards Reich GmbH for delivery and/or performance. As long as the delivery and/or the performance is not impossible, the supplier remains obliged to carry out the delivery or performance according to the contractual conditions. In the context of this provision, unreasonableness is not considered equal to impossibility. If the supplier becomes unable to fulfill its obligation to deliver and/or perform, it must compensate Reich GmbH for the damage caused by the non-delivery or non-performance if and insofar as the supplier is responsible for the impossibility, or it could have prevented the impossibility with reasonable precautionary measures. The damages to be compensated include, in particular but not limited to, additional costs as a result of any replacement purchases as well as damages incurred by Reich's customer and asserted by the customer against Reich GmbH.

5.2 If it becomes impossible or unreasonable for Reich GmbH to accept the deliveries and/or the services of the supplier in the direct and causal consequence of an event which is the fault of neither the supplier nor Reich GmbH and which was also not foreseeable, then this is also considered to be force majeure, and Reich GmbH is released from the obligation to accept the deliveries or the services of the supplier to the temporal and quantitative extent of the impossibility and/or the unreasonable event. The supplier shall also lose its claim to the agreed remuneration to the extent of the impossibility or the unreasonableness. Events in terms of sentence 1 are, for example, war, civil war, acts of terrorism, cyber attacks, riots, unrest, legislative bans or restrictions on exports and/or trading, natural disasters, pandemics, as well as strikes, lockouts, other operational disruptions (for example, due to a lack of materials or energy and/or economic difficulties in purchasing them) and business closures or restrictions carried out by Reich GmbH for comprehensible reasons (for example, due to considerably increases in the price of materials or energy). As regards the existence of the impossibility and/or the unreasonable event, it is irrelevant as to whether the aforementioned events occur while Reich GmbH is in default with its acceptance obligation.

5.3 If a party is affected by, or if it there is a concrete reason to believe that it might be affected by any of the events referred to in 5.1 and/or 5.2, that party is required to immediately notify the other party of this, specifying the exact circumstances of the event and explaining the likely impact of the event on the contractual obligations of the party affected by the event.

5.4 If the force majeure event referred to in 5.1 persists for more than four weeks, without prejudice to its other rights and claims, Reich GmbH is entitled to withdraw from the contract with the supplier in whole or in part, or to terminate this contract in whole or in part without adhering to a period of notice. In both cases and if

the fault conditions specified in section 5.1 are met, the supplier shall be obliged to compensate Reich GmbH for the damage caused by the withdrawal or termination, i.e. as a result of the non-execution and/or discontinuation of the contract.

5.5 If the force majeure event referred to in 5.1 or in 5.2 lasts for less than four weeks, at its discretion and without prejudice to its other rights and claims (to compensation for damages or compensation for damage caused by default, for example), Reich GmbH shall be entitled to demand a subsequent delivery from the supplier.

5.6 The provisions of Section 313 BGB [German Civil Code] shall not apply in favor of the supplier.

6. Invoicing and payment

6.1 The invoices of the supplier must correspond to the information in the order in terms of the method of expression, sequence of the text and prices, etc. The supplier must list any additional or reduced quantities and/or additional or reduced services in the invoice separately.

6.2 The payment periods begin at the time of receipt of the invoice by Reich GmbH, but not before the complete performance of the service and/or the complete delivery of the ordered items.

6.3 A payment by Reich GmbH by bank transfer shall be considered to have been made to the supplier as soon as Reich GmbH instructs its credit institute to carry out the transfer to the supplier, provided it has sufficient funds on such account.

6.4 Reich GmbH must pay invoices within 30 days following the start of the payment period. If the payment is made within 14 days of the start of the payment period, Reich GmbH shall be entitled to deduct a 3% early payment discount.

6.5 Payments by Reich GmbH do not imply any acknowledgment of any obligations, and do not imply any waiver of any rights. In particular, a payment by Reich GmbH does not affect the warranty rights of Reich GmbH vis-à-vis the supplier.

7. Pricing and transfer of risk

7.1 The respectively agreed price includes the delivery of the ordered items to the designated place (domestic: DAP, foreign countries: DDP) according to Incoterms 2020.

7.2 The respectively agreed price also includes the packaging of the delivered items.

7.3 The respective statutory amount of value added tax is not included in the agreed price.

7.4 The supplier shall bear the risk of accidental loss, destruction or deterioration until the acceptance of the delivered items by Reich GmbH or an authorized representative of Reich GmbH at the place to which the delivered items are to be delivered in accordance with the agreement.

8. Quality management system and quality requirements

8.1 The supplier must set up and maintain a quality management system (at least according to DIN EN ISO 9001) and must obtain the respective certification. Reich GmbH has the right to verify the effectiveness of the quality management system at the supplier. The supplier must acquire the corresponding certifications, maintain them continuously and furnish proof of them to Reich GmbH by submitting the relevant documents. If the supplier loses the corresponding certifications, Reich GmbH shall be entitled to withdraw from existing contracts with the supplier in whole or in part, or to terminate them completely or in part without observing a deadline. This shall not apply if the supplier proves that the certification is likely to be regained within a reasonable period of time.

8.2 The regulations of the "Quality Assurance Agreement" of Reich GmbH in their current version apply to the supply of materials for the production and of preliminary products. Reich GmbH is obliged to send the supplier the current version of its "Quality Assurance Agreement" in written form immediately after conclusion of the contract and to notify the supplier in writing of any changes and/or additions to the "Quality Assurance Agreement".

9. Warranty and claims for defects

9.1 The supplier guarantees that the delivered items do not have any material defects within the meaning of Section 434 BGB and no legal defect in terms of Section 435 BGB. The supplier also guarantees that the delivered items do not have any defects affecting their value or usability, that they have the agreed and/or guaranteed usability and quality, that they are suitable for the use required under the contract, and that the delivered items comply with the generally accepted rules of technology, the latest legal and official regulations, the respectively valid safety requirements, and

the occupational safety and accident prevention regulations.

9.2 If the supplier has provided a guarantee for the quality, usability or durability of the delivered items, Reich GmbH shall also be entitled to assert the claims from this guarantee against the supplier, without any prejudice to other claims and in addition to the statutory and contractual claims. The supplier is obliged to compensate and reimburse Reich GmbH in accordance with the statutory provisions for all damages incurred by Reich GmbH due to a material or legal defect in the delivery items. This obligation to pay compensation also applies to damages due to loss of profit, loss of production, cancellation of orders, etc. as well as to all possible consequential damages of any kind, which are incurred directly by Reich GmbH as a result of a defect in the delivery items or which are incurred by the customer of Reich GmbH and are justifiably asserted by the customer against Reich GmbH.

9.3 The above provisions in 9.1 and 9.2 do not apply to defects or damage to the delivered items that are caused

- through normal wear or
- through improper handling by Reich GmbH.

9.4 The supplier's warranty also covers any parts and/or items manufactured by its sub-suppliers.

9.5 The period of limitation for material defects and defects of title as well as for the other claims referred to in 9.1 is three years. The period of limitation commences at the end of the calendar year in which the claim arose and Reich GmbH first became aware of the circumstances giving rise to the claim, or should have become aware of the circumstances giving rise to the claim. In the event of a notice of defect, the period of limitation shall be extended by the time period between the notice of defect and the successful remedying of the defect. If the defective delivered item is completely replaced/refurbished, the period of limitation begins again; in the case of partial replacement, this applies to the replaced parts. Any longer periods of limitation as specified by law remain unaffected.

9.6 The delivered items which Reich GmbH has complained about as being defective remain the property of Reich GmbH until their replacement, and only become the property of the supplier after their replacement.

9.7 If, in urgent cases, Reich GmbH cannot be expected to wait for a subsequent improvement by the supplier, or if the supplier fails to do so despite being given a deadline by Reich GmbH, or if the remedy of the defect finally fails, Reich GmbH may itself remedy the defects, have them remedied otherwise, or assert the other warranty rights at the costs of the supplier. An urgent case is present, in particular, if the continuous production could not be ensured while waiting for the subsequent improvement.

9.8 The acceptance of the deliveries and/or services by Reich GmbH does not affect the warranty obligation of the supplier and does not restrict the warranty rights of Reich GmbH.

9.9 If Reich GmbH incurs costs or damages as a result of the defective delivery of the object of the contract, the supplier must reimburse such costs and damages incurred by Reich GmbH. This applies in particular to transportation, travel, labor, installation, removal and materials costs, and also in the case of subsequent fulfillment by replacement delivery.

9.10 The provisions in 9.1 to 9.9 do not restrict the statutory provisions on the liability of the supplier and its warranty obligations, but supplement them.

9.11 The provisions in 9.1 to 9.10 apply accordingly to work such as assembly, maintenance, etc.

10. Notice of defects

10.1 As part of the incoming goods inspection, Reich GmbH is only required to examine the delivered items for obvious damage (in particular for transportation damage), and for any deviations of the delivery from the order in terms of the quantity and identity of the delivered items. Reich GmbH is obliged to notify the supplier of obvious damage as well as deviations in terms of quantity and identity within five working days of the receipt of the goods.

10.2 Reich GmbH is obliged to notify the supplier of any defect in the delivered items as soon as the defect is actually discovered within the scope of the regular course of business and production by Reich GmbH. The notification period for such defects is ten working days and shall start with the actual discovery of the defect.

10.3 Working days within the meaning of clause 10. are all days from Monday to Friday (including Friday), with the exception of the statutory holidays in Mellrichstadt.

10.4 The provisions in 10.1 to 10.3 constitute a condition of the rights of the supplier and/or the obligations of Reich GmbH

according to Section 377 HGB [German Commercial Code]. The supplier waives the objection of the late notices of defects to the extent of the stipulated provisions.

11. Product liability

11.1 Should third parties assert claims against Reich GmbH in connection with a claim due to the provisions concerning product liability, the supplier is required to indemnify Reich GmbH from such claims immediately if and insofar as the damage was caused by a fault and/or a defect in the item that was supplied by the supplier. In the case of liability due to a fault, however, this applies only if the supplier is at fault. If the cause of the damage lies within the responsibility of the supplier (in particular, if the cause of the damage arose before the transfer of the risk of accidental loss, destruction or deterioration), the supplier must prove that it is not at fault.

11.2 In the event of the circumstances detailed under (9.1), the supplier shall assume all costs and expenses, including the costs of Reich GmbH, for any legal proceedings to the legislatively and legally permitted amount.

11.3 The statutory provisions are not restricted by the provisions in 11.1 and 11.2, but are supplemented.

12. Recall

12.1 Prior to a recall which is wholly or partly the result of a defect of an item supplied by the supplier, Reich GmbH shall inform the supplier accordingly and give the supplier the opportunity to participate and discuss the possibilities regarding an efficient and targeted implementation and handling of the matter. This shall not apply if the notification and/or participation of the supplier is not possible due to the particular urgency of the recall. If a recall is due to a defect in the item supplied by the supplier, the supplier shall bear the costs of the recall.

12.2 The supplier shall take out appropriate insurance coverage for the contractual risks and, by virtue of its capacity as a product or partial product manufacturer, shall establish product liability insurance for covering the possible recall costs within the meaning of the provisions on non-contractual product liability. Upon request, the supplier will prove to Reich GmbH that this insurance coverage has been concluded and/or that it is maintained.

12.3 The statutory provisions are not restricted by the provisions in 12.1 and 12.2, but supplemented by them.

13. Right of withdrawal and termination

13.1 In addition to the statutory rights of withdrawal and termination, Reich GmbH is entitled to withdraw from or terminate the contract with the supplier in full or in part without observing a deadline if:

- the supplier has stopped supplying Reich GmbH, or
- a material deterioration of the financial situation of the supplier occurs or threatens to occur, and the fulfillment of its delivery obligation to Reich GmbH is therefore put at risk, or
- the supplier is at risk of insolvency pursuant to Section 18 InsO [German Insolvency Code] or a case of over-indebtedness arises, or
- the assets of the supplier are subject to insolvency proceedings, or
- the opening of insolvency proceedings concerning the assets of the supplier is rejected due to lack of assets.

13.2 Reich GmbH is also entitled to withdraw from or terminate the contract if the supplier itself requests the opening of insolvency proceedings or a comparable procedure for debt settlement on the basis of its assets.

13.3 If Reich GmbH withdraws from the contract or terminates the contract on the basis of the above contractual rights of withdrawal and/or termination, the supplier must compensate Reich GmbH for the damages resulting from the withdrawal from or the termination of the contract. This includes lost profits. The liability for damages shall not exist if the supplier is not responsible for the existence of the right of withdrawal and/or termination.

13.4 The legal rights and claims of Reich GmbH are not restricted by the provisions of 13.1 to 13.3, but supplemented.

14. Completion of work

14.1 Persons who carry out work on the premises of Reich GmbH in fulfillment of the contractual obligations of the supplier must observe the provisions of the applicable operational and/or house rules.

14.2 The liability of Reich GmbH for any accidents suffered by persons referred to in point 13.1 on the premises of Reich GmbH is excluded if and insofar as such accidents were not caused by intentional or grossly negligent breaches of duty by the legal representatives or the vicarious agents of Reich GmbH.

15. Industrial property rights

15.1 The supplier shall be liable for all damages and losses arising from a possible violation of industrial property rights and applications for industrial property rights of third parties if the delivered items are used in accordance with the contract. The supplier must immediately exempt Reich GmbH and its customers from all claims asserted by third parties against Reich GmbH and/or its customers regarding the use of such industrial property rights.

15.2 This shall not apply if and to the extent that the supplier has manufactured the delivered items in accordance with drawings and models issued by Reich GmbH or other descriptions or specifications of Reich GmbH which are similar to those, and the supplier could not be expected to know that industrial property rights were infringed as a result.

15.3 At the request of Reich GmbH, the supplier shall provide notification of the use of both its own and licensed published and unpublished industrial property rights and applications for industrial property rights regarding the delivered item.

16. Provision of materials and reservation of title

16.1 If Reich GmbH provides the supplier with materials, preliminary products, substances, parts, containers, packaging or other objects in connection with the contractual relationships, these objects remain the property of Reich GmbH. The supplier may only use or process these objects in accordance with the contract.

16.2 If the provision is made in such a way that the supplier buys the materials, preliminary products, substances, parts, containers, packaging or other objects from Reich GmbH, the ownership of the provided objects shall only pass to the supplier at the time when the purchase price for the respective object is paid in full (reservation of title).

16.3 If the supplier processes or transforms the object provided according to section 16.1 or 16.2 into a new object within the meaning of § 950 BGB, Reich GmbH becomes the sole owner of the new object directly through the processing or transformation, i.e. the reservation of title of Reich GmbH also extends to the finished goods. Otherwise, §§ 946 ff BGB remain unaffected.

16.4 The supplier has no rights of retention to the objects of Reich GmbH.

17. Documents and confidentiality

17.1 If the parties have not concluded a separate non-disclosure agreement, the provisions of 16.2 to 16.6 shall apply.

17.2 The supplier is obliged to treat all commercial, organizational and technical information, data and other information relating to Reich GmbH and not freely accessible to the public of which it becomes aware in connection with the contractual relations, as trade secrets. This applies regardless of whether a piece of information or data fulfills the requirements of a trade secret according to the GeschG [German Law on the Protection of Trade Secrets] or not. The supplier is obliged to keep all information and data concerning Reich strictly secret and not to make it available to third parties or disclose it.

17.3 Documents, drawings, data, data processing information, software, materials and other items (samples, models, etc.) which Reich GmbH makes available to the supplier for the execution of its contractual obligations towards Reich GmbH remain the property of Reich GmbH and may not be given to third parties or made accessible in any other way. The reproduction of such documents etc. is only permitted within the scope of the operational requirements and in compliance with the copyright regulations. After the termination of the contract, the supplier must return all documents etc., including any copies, to Reich GmbH without being solicited to do so. Any digital copies must be erased by the supplier.

17.4. Also after the termination of the contractual relations with Reich GmbH, the supplier may not use the information and data referred to in 17.2 or the knowledge acquired therefrom, and may not make it available to third parties.

17.5. The obligations in 17.2 to 17.4 do not apply if and insofar as there is a legal obligation to retain and/or disclose the information/data.

17.6 The supplier may only include the business connection to Reich GmbH in its advertising after obtaining the prior written consent of Reich GmbH.

18. Export control and customs

18.1 In the case of exports or re-exports of its goods (delivered items, software and technology), the supplier shall be obliged to inform Reich GmbH immediately, also in its business documentation, of any approval obligations or restrictions stipulated in either the applicable national and international export control and customs regulations, or in the applicable export control and customs regulations of the country of origin of its goods.

18.2 For delivered items (including software and technology) which are subject to restriction or approval, the supplier must provide the following information by email to the address "Auftragsannahme@reich-gmbh.com" in good time before the first delivery:

- Description of the goods
- Item number of Reich GmbH
- All applicable export list numbers, including the ECCN number (Export Control Classification Number) pursuant to the U.S. Commerce Control List
- Country of origin (commercial origin)
- Statistical goods number (HS code)
- Technical details of the respective product
- Possible uses

At the specific request of Reich GmbH, the supplier is also obliged to inform Reich GmbH in writing of any other external trade data relating to its delivered items (including software and technology) and their components, and to inform Reich GmbH immediately in writing of any changes to the above data. The supplier is also obliged to provide Reich GmbH with the ECCN number (including EAR99) for all delivered items (including software and technology) that are subject to the (re-)export control law of the USA. The supplier is also obliged to inform Reich GmbH immediately if any changes in the export list numbers (including ECCN) applicable to the delivered items (including software and technology) result from technical or legal changes or from official decisions.

18.3 The supplier shall be obliged to initiate, implement and maintain all measures necessary and appropriate from a technical and organizational point of view in the specific case in order to ensure the security of the supply chain at all times. The supplier is also obliged to support Reich GmbH in obtaining and maintaining the AEO status and to take all technical, organizational and possible other measures in the supplier's area of responsibility required for this purpose and, if necessary, to maintain these on a permanent basis. The supplier is obliged to provide Reich GmbH with appropriate evidence of the measures it has taken, for example, relevant authorizations, safety declarations, declarations within the scope of C-TPAT or similar programs. Reich GmbH or a third party it commissions are entitled to check and verify the aforementioned measures of the supplier as well as their effectiveness. Reich GmbH or a third party it commissions are entitled to enter the premises of the supplier for this purpose after prior notice during the normal working hours at such premises.

18.4 In the case of deliveries of goods beyond customs borders, the supplier is obliged to provide Reich GmbH with all documents required for the complete and correct import customs clearance as well as any further information in good time. This includes, in particular, the commercial invoice and the delivery note. The supplier's invoice must list any costs not included in the price (for example, costs of tools, research and development costs, royalties, orders from Reich GmbH with reference to the delivery, etc.) separately from the price. In the case of free deliveries, the supplier is obliged to show a value statement in the pro-forma invoice which corresponds to the market price. It must also include the note "for customs purposes only."

18.5 The supplier is obliged to inform Reich GmbH of the commercial origin of the items it delivers (including software and technology). In addition, the supplier must ensure Reich GmbH the preferential originating status of its delivered items (including software and technology). In the case of deliveries from a country with which a free trade agreement or a preferential agreement exists, the supplier must provide Reich GmbH with the respectively prescribed proof of origin and/or enclose it in the relevant delivery. In addition, the supplier is obliged to issue a supplier declaration or a long-term supplier declaration to Reich GmbH upon the specific request of Reich GmbH. These declarations must correspond formally and in terms of content to the applicable EU Implementing Regulation for Goods Deliveries within the European Union (EU).

18.6 In the case of a cross-border delivery of software, technology or other data, the supplier is obliged to make this software available

to Reich GmbH exclusively in electronic form by email or download. This does not apply to software that is already installed on a hardware system upon delivery.

18.7 The conclusion of contracts with Reich GmbH as well as the fulfillment of contractual obligations by Reich GmbH are subject to the condition that no legal prohibitions or other legal impediments due to the national or international provisions of the foreign trade legislation prevent the conclusion and/or the fulfillment. In particular, the fulfillment of the contractual obligations by Reich GmbH is subject to the condition that the fulfillment of the respective obligation does not violate an embargo, any other sanction and/or any other export or delivery restriction. If this should be the case, or if the fulfillment is hindered by a legal prohibition or another legal obstacle due to the national or international provisions of the foreign trade legislation, Reich GmbH shall be released from its obligation to fulfillment. Reich GmbH is not obliged to compensate the supplier for damages or to compensate for or reimburse them in any other way.

18.8 The supplier is obliged to appoint a specific contact person in its company for Reich GmbH, in particular to clarify any queries from Reich GmbH. This contact person shall have the necessary skills and knowledge in the areas of export control and customs.

19. Delivery and packaging provisions

The stipulations of the "Reich GmbH Delivery and Packaging Provisions," in their current version, shall apply to all deliveries to Reich GmbH. Reich GmbH is obliged to send the supplier the current version of its Delivery and Packaging Provisions in written form immediately after conclusion of the contract, and to notify the supplier of any changes and/or additions to the Delivery and Packaging Provisions in writing.

20. Offsetting and retention

1. The supplier shall only be entitled to offset its own claims against claims of Reich GmbH if the supplier's claims have been recognised by Reich GmbH or if these claims have been legally established.

2 The supplier has no right of retention (regardless of the legal grounds) to any objects that are the property of Reich GmbH and are in the possession of the supplier.

21. Compliance

21.1 The supplier is obliged to comply with the respectively applicable legal regulations on the treatment of employees, environmental protection and occupational safety, and to consistently work towards reducing any adverse effects on people and the environment during its activities.

21.2. In addition, the supplier must observe the principles of the UN Global Compact Initiative. These essentially concern the protection of international human rights, the right to collective bargaining, the abolition of forced labor and child labor, the elimination of discrimination in employment, environmental responsibility and the prevention of corruption.

21.3 The supplier shall also observe the contents and specifications of the "Supplier Guidelines" as compiled by Reich GmbH. Reich GmbH is obliged to send the supplier the current version of its "Supplier Guidelines" in written form immediately after conclusion of the contract, and to notify the supplier of any changes and/or additions to the "Supplier Directive" in writing.

21.4 In the event that the supplier repeatedly, and despite corresponding warning, violates the laws and/or principles stated in 21.1 or 21.2 or the supplier guideline stated in 21.3, Reich GmbH shall be entitled to withdraw from existing contracts with the supplier in whole or in part or to terminate these without observing a deadline. This shall not apply if the supplier proves that it has taken reasonable precautions to prevent future legal infringements. In the event of termination or withdrawal due to a breach by the Supplier of an obligation under clauses 21.1 to 21.3, the Supplier shall not be entitled to any claims for damages or other compensation.

22. Environmental protection

The supplier is obliged to set up, maintain and certify an environmental management system (at least according to DIN EN ISO 14001). Reich GmbH has the right to verify the effectiveness of the environmental management system at the supplier. The supplier must acquire the corresponding certifications, maintain them continuously and furnish proof of them to Reich GmbH by submitting the relevant documents. If the supplier loses the corresponding certifications, Reich GmbH shall be entitled to withdraw from existing contracts with the supplier in whole or in part, or to terminate them completely or in part without observing a

deadline. This shall not apply if the supplier proves that the certification is likely to be regained within a reasonable period of time.

23. Place of performance

The place of performance is the place to which the delivered items (including software and technology) are to be delivered in accordance with the contract and/or at which the service is to be provided.

24. General provisions

24.1 Should any provision of these Terms and Conditions or of the other agreements concluded between the parties be or become invalid or void, the validity of the other Terms and Conditions and/or the other agreements shall not be affected. In such cases, the parties shall be obliged, without undue delay, to replace the invalid and/or void provision with a provision which is as close as possible to it in terms of its economic purpose.

24.2 In addition to these Terms and Conditions and any other agreements, the contractual relations between Reich GmbH and the supplier shall be governed exclusively by German law, under exclusion of the conflict of laws and the UN Convention on Contracts for the International Sale of Goods (CISG).

24.3 The place of jurisdiction for all legal disputes arising directly or indirectly from the contractual relations between Reich GmbH and the supplier is Bad Neustadt/Saale. The Local Court of Bad Neustadt/Saale is therefore responsible for proceedings before the local courts. Schweinfurt District Court is therefore responsible for proceedings before the District Court. Reich GmbH is also entitled to sue the supplier at the court of its registered office or its branch or at the court of the place of performance.

24.4 These Terms and Conditions are available in German and English. In the event of any contradictions or ambiguities between these two versions, the German version shall prevail.