

Terms and Conditions of Purchase

§1 General information

The following terms and conditions of purchase shall apply to all purchase orders issued by Kelch GmbH. Any deviating terms and conditions included in previous offers or order confirmations of the Supplier are only applicable if they are expressly confirmed in writing by us. Only written and duly signed purchase orders are valid. Verbal agreements shall be valid subject to written confirmation only.

§2 Order confirmation

The purchase order shall be acknowledged immediately in writing including all order data. Prices, discounts, cash discounts and the earliest binding delivery date must be clearly mentioned in the order confirmation. In cases of doubt the wording of the purchase order shall be applicable.

§3 Delivery

Any deviations from our contracts and purchase orders shall only be admissible subject to our prior written approval. The Supplier shall keep strictly to the date of delivery specified in our purchase orders or our single call-offs. If the Supplier encounters any difficulties in manufacturing or in the procurement of materials, or if circumstances occur which are beyond the Supplier's control, which are likely to prevent it making delivery to schedule in the specified quality, then the Supplier must inform our purchasing department without delay. The relevant number of items, weights and measures are based upon our incoming goods inspection.

§4 Shipping instructions and shipping advice

For consequences arising from the non-observance of our shipping instructions the Supplier shall be liable. On the delivery day a special shipping advice including the exact list of contents with number of items, measures, weights etc., date and order number must be available to us. It must be sent to us by post or email, so that it arrives before receipt of the shipment. A copy of the shipping advice shall be attached to the shipment as delivery note.

§5 Pricing and passing of risk

The prices valid at the time of the purchase order being placed generally apply – also for call orders – as fixed prices. Unless otherwise agreed, all prices are to be understood carriage free to our works, including packing. For the passing of risk the legal provisions shall apply.

§6 Insurance

The insurance costs for the goods will only be taken over by us, if the insurance has been demanded by us in writing.

§7 Invoicing

Invoices shall be submitted immediately after delivery in duplicate and separately from the shipment. They must include the order references stipulated by us.

§8 Terms of payment

Payment will be made by transfer within 14 days less 3 % cash discount or within 45 days after receipt of invoice and goods. Payment will be made subject to the reservation of checking the invoice. In any case, we reject the payment of default interest. Claims against us may only be transferred to a third party with our written prior consent.

§9 Duties of inspection and complaints

§ 377 HGB (Commercial Code) shall apply with the proviso that the period for claiming is 14 days after discovery of the defect.

§10 Acceptance

In the event of force majeure, which also includes events of war, in addition any interruptions of operations, strikes or lockouts and any other causes or events causing limited or disrupted operations, we reserve the right to delay and suspend the fulfilment of accepted acceptance responsibilities or to withdraw completely or in part from the contract. This cannot be used as a basis for damage reimbursement claims.

§11 Tools, models, drawings and samples

Any documents, which we place to the Supplier's disposal, such as samples, tools, models, drawings and the like shall be returned to us free of charge and without prior request from our side as soon as the documents are no longer needed for the execution of the purchase order. All documents must remain confidential and may not be made accessible to any third party.

Any products which are manufactured according to documents drafted by us, such as drawings, models and the like, or according to our confidential information or with our tools or reproductions thereof, may neither be used by the Supplier itself nor offered or supplied to third parties. All documents provided must be adequately insured against damage caused by fire, water, theft and any other catastrophe at the Supplier's costs.

§12 Compliance with ethical standards and with the German minimum wage law

12.1 The Supplier warrants that he and any other subcontractors used by him for the purpose of fulfilling the contract shall comply with the following standards:

- No tolerance of forced labour, child labour, unlawful discrimination or corruption
- Compliance with all laws and regulations applicable within the framework of the contract, in particular in relation to working hours, remuneration, occupational health and safety, safety and security, hygiene, environmental protection and the freedom to assemble.

12.2 The Supplier shall be obliged to comply with the regulations laid out in the German minimum wage law ("MiLoG") within the scope of said law, i.e. in particular to pay, upon provision of any and all work or services, his employees the required minimum wage as defined in the German minimum wage law ("MiLoG") on our behalf. The same applies to any minimum wage legislation applicable abroad. The Supplier shall under no circumstances whatsoever commission any other subcontractors for the purpose of fulfilling this contract if he is aware or unaware by negligence that said subcontractors violate any terms set out in the German minimum wage law or any other minimum wage legislation. The Supplier shall appropriately ensure that no violation of minimum wage legislation occurs, including on the part of any subcontractors used by him. The Supplier shall, at the first request, hold us entirely harmless from paying the minimum wage to employees of the Supplier as well as to employees of any subcontractors used by the Supplier.

12.3 The Supplier shall, upon request, provide us with proof of compliance with the above standards and terms.

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§13 Conflict minerals

The supplier undertakes to comply with the provisions of Regulation (EU) 2017/821 of 17.05.2017 and Section 1502 of the US Dodd-Frank Act. These regulations require EU importers of tin, tantalum, tungsten, their ores and gold from conflict and high-risk areas to act responsibly with their supply chain. The supplier must inform us of the source of the affected conflict minerals and provide us with the CMRT or EMRT template in electronic form. The supplier must also prove that he does not have any so-called "conflict minerals" (tin, gold, tantalum, tungsten) in his supply chain in accordance with Regulation (EU) 2017/821 of 17.05.2017 and Section 1502 of the US Dodd-Frank Act. If the supplier violates these regulations, he is liable for all resulting damages and claims by third parties.

§14 Regulation (EC) No 1907/2006 (REACH Regulation)

The supplier undertakes to comply with the requirements of Regulation (EC) No 1907/2006 (REACH Regulation) on the registration, evaluation, authorization and restriction of chemical substances. The substances in the supplier's products are pre-registered or registered in accordance with the REACH Regulation, as far as this is required and possible. The supplier provides us with safety data sheets or other information in accordance with Art. 32 and Art. 33 of the REACH Regulation without being requested to do so. All relevant information is to be sent to purchasing@kelch.de. The supplier observes the provisions of Annexes XIV and XVII of the REACH Regulation. If the supplier fails to comply with any of these obligations, we may cancel the order at any time and refuse delivery, without incurring any costs. We reserve the right to claim damages. The supplier indemnifies us from all third-party claims arising from a breach of any of these obligations.

§15 Compliance with ZVEI-VDMA Code of Conduct

The supplier commits to fully comply with the ZVEI-VDMA Code of Conduct (https://www.zvei.org/fileadmin/user_upload/Themen/Nachhaltigkeit_Umwelt/Nachhaltigkeit/Code-of-Conduct-2022/ZVEI-VDMA-Code-of-Conduct-2022-01-en.pdf) in its current version for his deliveries and services. He also assures that he observes the applicable laws and regulations against corruption, cartel and competition, sanctions as well as human and environmental rights, especially according to the Supply Chain Due Diligence Act. The supplier must bind his employees and sub-suppliers, whom he needs to fulfill the contract purpose, in the same way. The supplier must take all reasonable and necessary measures to continuously implement and comply with the principles and values set out in the ZVEI-VDMA Code of Conduct and to enforce them in his supply chains. The supplier is obliged to inform his employees about the principles and requirements of the ZVEI-VDMA Code of Conduct and to offer them regular training. In addition, the supplier must communicate openly and dialogically with his employees, customers, suppliers and other stakeholders about the requirements of the ZVEI-VDMA Code of Conduct and its implementation. The supplier must provide his employees and business partners with a protected internal mechanism for whistleblowers to confidentially report possible violations of the principles of the ZVEI-VDMA Code of Conduct. We reserve the right to check the compliance of our suppliers with the ZVEI-VDMA Code of Conduct systematically or on an occasion. This can be done, for example, by questionnaires, evaluations or audits. As a supplier, you are required to inform us about any violations of the ZVEI-VDMA Code of Conduct and take appropriate corrective actions. If you have any questions or concerns, you can contact your relevant contact person in our company or send an email to purchasing@kelch.de. We reserve the right to request proof of compliance with the code from you. The supplier must then regularly send the required documents to purchasing@kelch.de. This includes at least once a year the following reports in pdf format: CMRT and EMRT report, TQ-CoC EU-REACH-SVHC, TQ-CoC EU-RoHS, TQCoC EU-POP. You are not authorized to disclose operational and trade secrets or other information that concerns competition or other protectable interests. If you violate the ZVEI-VDMA Code of Conduct and do not rectify this violation within a reasonable period, we have the right to terminate the contract without notice or to withdraw from the contract. This also applies if you or your suppliers violate laws and regulations pertaining to anti-corruption, competition law and competition, sanctions or human and environmental rights, in particular the Supply Chain Due Diligence Act.

§16 Compliance with environmental regulations

The supplier must demonstrate to us that their products comply with the requirements of the RoHS directives (2011/65/EU, 2015/863/EU and subsequent amendments) as well as the ElektroStoffV and other national regulations in the EU. In the event of non-compliance, we reserve the right to terminate the contract without cost or consequence. Additionally, the supplier must adhere to all other environmental requirements in the EU and in Germany. This primarily includes, but is not limited to, the ChemVerbotsV, the BattG, the VerpackV, the Ozone Regulation, the CLP Regulation and the POP Regulation. The supplier must also provide us with all SCIP numbers and information for all products, parts, and materials that they currently or will supply to us in the future. In the event of a supplier's breach of any of the aforementioned obligations, we reserve the right to immediately revoke the affected order or contract and refuse the affected delivery without incurring any costs. Furthermore, we may demand compensation for damages. The supplier must indemnify us for any third-party claims resulting from a breach of any of the aforementioned obligations and release us from any liability.

§17 Severability clause, place of performance and jurisdiction

The legal relations between us and the supplier are subject to the law of the Federal Republic of Germany, without regard to the UN Sales Law or the rules of private international law. If one or more of these conditions are or become invalid, the validity of the remaining conditions shall not be affected. The invalid or ineffective condition is not replaced by a condition from the supplier's terms and conditions.

Place of performance and jurisdiction for both parties is the legal seat of our company.

Weinstadt, February 12th, 2024