

# GENERAL TERMS AND CONDITIONS OF PURCHASE

## 1. SUBJECT

1.1 These General Terms and Conditions of Purchase (**TERMS**) apply to all offers, cost estimates and orders related to the supply of goods or services between Hans W. Barbe GmbH (hereinafter referred to as **BARBE**) and its suppliers and service providers (hereinafter referred to as the **SUPPLIER**). BARBE and the SUPPLIER are jointly referred to as the **PARTIES**.

1.2 BARBE reserves the right to change these TERMS. Changes apply to all orders placed two weeks after publication of the changed TERMS on the BARBE website at [www.barbegroup.com/AEB](http://www.barbegroup.com/AEB).

## 2. APPLICABILITY OF THE TERMS

2.1 These TERMS take effect upon the conclusion of the contract with the SUPPLIER. Acceptance is also declared, notably with the beginning of delivery and/or the performance of services or any other express or implicit consent, whichever occurs first.

2.2 Any deviating terms proposed by the SUPPLIER (including its own General Terms and Conditions) that differ from or supplement these TERMS will only apply with the express written consent of BARBE's purchasing department. Changes to the TERMS require the written consent of BARBE's purchasing department.

2.3 If a written individual contract exists between the PARTIES, its provisions will take precedence over the provisions of these TERMS in case of doubt.

## 3. ORDER AND CONFIRMATION OF ORDER

3.1 Orders are only valid if they are made in writing and submitted by BARBE's purchasing department. Orders placed verbally (e.g., by phone) or through other departments are binding, provided they are subsequently documented with a written confirmation from BARBE's purchasing department (e.g., via email). Changes or additions to an order are only valid if they are made in writing and expressly confirmed by both PARTIES.

3.2 Upon receipt of the order, the SUPPLIER must confirm the order within five days by sending a written order confirmation via email to [einkauf@barbe.de](mailto:einkauf@barbe.de). At a minimum, the order confirmation must include: BARBE order number, delivery date and delivery address. The SUPPLIER must ensure that the goods or services are delivered by the confirmed delivery date or as otherwise agreed in writing. If deadline delays are foreseeable after the order has been confirmed, BARBE must be notified immediately. If a deadline is not met or in the event of repeated failed deliveries/services, BARBE is entitled to withdraw from the contract without further notice and to make a covering purchase at the SUPPLIER's expense.

3.3 BARBE has a period of ten days after receiving the goods or services to give written notice of obvious defects. Any deviations in quality or quantity identified later are subject to the provisions outlined in Sections 6 and 7 below. For orders with contractually agreed delivery dates, this notice period begins only upon formal acceptance.

## 4. PRICES

4.1 The prices listed in the order are considered fixed, unless otherwise expressly agreed.

4.2 Price changes are only effective if BARBE has given its express prior written consent.

4.3 BARBE is entitled to request the submission of necessary documents to verify the calculation before agreeing to a price change proposed by the SUPPLIER, in order to ensure the transparency of the pricing.

## 5. PAYMENT TERMS

5.1 Unless expressly stated otherwise in the order, the payment period is thirty days net from the invoice date, but at the earliest from receipt of the delivery or service and the accompanying properly prepared invoice.

5.2 Invoices must comply with all legal requirements and reflect the BARBE order number. The invoice must be sent in writing by email to [eingangsrechnung@barbe.de](mailto:eingangsrechnung@barbe.de), unless otherwise agreed. Electronic invoices are accepted subject to the applicable legal requirements.

5.3 Payment by BARBE is conditional upon the SUPPLIER'S fulfillment of all essential obligations. BARBE is entitled to withhold payments in the corresponding amount in the event of such disruptions in service or defects until subsequent performance has been properly provided, without incurring any default interest or other costs.

## 6. DELIVERY

6.1 The delivery of the goods (in whole or in part) must be made exclusively in accordance with these TERMS, the details in the order and any additional written agreements. Any agreed trade clauses (Incoterms) should be interpreted according to INCOTERM 2020. Unless a trade clause has been agreed, the burden and risk of the goods will only transfer to BARBE upon the delivery at the destination and its acceptance by BARBE.

6.2 The delivery must include a delivery note and, if applicable, a certificate of analysis (CoA). The CoA can be sent in advance by email to [laboratory@barbe.de](mailto:laboratory@barbe.de), but it must be present upon delivery. A current safety data sheet (MSDS) must be sent to [reach@barbe.de](mailto:reach@barbe.de) for the initial delivery, in the event of changes or at least once a year.

6.3 BARBE assumes no payment obligation for goods delivered in larger quantities and/or before the agreed delivery date without being requested; these are the sole responsibility of the SUPPLIER. This does not apply to permissible excess or lower quantities, such as those in tank or silo deliveries, where BARBE tolerates deviations of up to +10%.

6.4 The quantity specified in the order is binding. Subject to the preceding Section 6.3, over- or under-deliveries are only permitted if BARBE has expressly agreed to them in advance.

Over-deliveries: In the event of an unauthorized over-delivery, BARBE is entitled to:

(a) Reject the excess quantity at the expense and risk of the SUPPLIER, or

(b) Temporarily store the excess quantity, without this constituting acceptance or approval of the excess quantity, or

(c) Expressly accept the excess quantity in exceptional cases.

The mere receipt of the goods by BARBE does not constitute tacit acceptance of an offer that goes beyond the order.

Under-deliveries: Non-agreed under-deliveries are considered non-compliant with the contract. In this case, BARBE is entitled to:

(a) Insist on complete subsequent delivery, or

(b) Withdraw from the contract and/or demand damages for non-performance after failure to meet an extended time limit, or

(c) Accept the under-delivery as an exception.

BARBE shall exercise its aforementioned options in writing via email from the SUPPLIER'S purchasing department within three weeks upon complete receipt of the goods. If this option is not exercised in a timely manner, the goods will be deemed accepted.

6.5 The SUPPLIER is liable without limitation for all direct and indirect damages incurred by BARBE as a result of a culpable non-contractual supply of goods. The damage includes, in particular, production downtimes, delivery delays to BARBE's customers, additional logistics expenses and other consequential damages.

6.6 Any retention of title by the SUPPLIER will only be recognized until payment has been made for the respective delivered goods. Further or extended retention of title, especially after the goods have been processed or resold, will not be accepted. Ownership of the delivered goods will transfer to BARBE upon full payment.

## 6.7 SPECIAL PROVISIONS FOR SERVICES:

(a) The SUPPLIER undertakes to perform the services commissioned professionally, timely and according to the agreed service descriptions.

(b) Any changes to the scope of services require the prior written consent of BARBE.

(c) The SUPPLIER must immediately inform BARBE of any circumstances that could affect the timely and contractual delivery of the service.

(d) BARBE is entitled to monitor the progress of the service and to request proof of proper performance at any time.

(e) The acceptance of the service is confirmed by written acceptance or, implicitly, by the corresponding behavior of BARBE. BARBE may refuse acceptance if the service does not fully meet the agreed requirements.

(f) The SUPPLIER is liable for damages resulting from inadequate or delayed performance, in accordance with the statutory provisions and the supplementary agreements outlined in these TERMS.

(g) The provisions on liability and contractual penalties (Section 14) also apply.

## 7. QUALITY

7.1 Delivered goods and services must comply with the details in the order, the agreed specifications and drawings, as well as the requirements for weight, volume, packaging, dimensions, quantity, type and quality.

7.2 BARBE is entitled to reject goods or services that do not meet the requirements of the order, the agreed specifications or have other defects. In this case, the provisions outlined in Section 6.4 (Return and Further Procedure for Over- or Under-Deliveries) applies.

7.3 BARBE is entitled to refuse payment of the agreed price, in whole or in part, as long as and to the extent that the delivered products or services are defective or do not meet the specifications. For the return, it is sufficient for BARBE to make the affected goods available for collection by the SUPPLIER (SUPPLIER obligation to collect). The SUPPLIER is required to adjust any invoices that have already been issued accordingly (cancellation/credit).

7.4 A (partial) payment already made does not constitute a waiver of BARBE's right to reject products or services that are defective or that do not meet the specifications or to make warranty claims.

7.5 In the event of defective deliveries or services or if they do not conform with specifications, BARBE may:

(a) Demand replacement delivery or rectification within a period set by BARBE and/or

(b) Claim damages for delays in the originally agreed delivery due to the defect and/or

(c) Process goods subject to reservation

BARBE shall exercise its aforementioned options in writing via email from the SUPPLIER'S purchasing department.

7.6 If the SUPPLIER fails to fulfill its obligation to provide a replacement or rectification within the period set by BARBE, BARBE is entitled to impose the contractual penalties specified in Section 14.2.

## 8. OTHER LEGAL OBLIGATIONS

8.1 The SUPPLIER undertakes to strictly comply with all applicable legal regulations, particularly those concerning labor law, occupational safety, environmental law and anti-corruption provisions. Additional ethical, social and environmental standards are outlined in the BARBE Supplier Code of Conduct, available at [www.barbegroup.com/cocs](http://www.barbegroup.com/cocs). By submitting the order confirmation, the SUPPLIER confirms that it is aware of and will comply with BARBE's Supplier Code of Conduct.

8.2 The SUPPLIER is responsible for obtaining all necessary official approvals, permits and licenses required for the delivery of goods and/or the performance of services, and for maintaining these throughout the implementation of the contract.

8.3 Export Control and Sanctions Regulations: The SUPPLIER will comply with all applicable export control and sanctions regulations. The SUPPLIER will immediately inform BARBE if a delivery item (in whole or in part) is subject to export control regulations or if special official permits are required for export or commissioning. The SUPPLIER guarantees that neither the delivery nor the use of the goods will violate any applicable embargoes or sanctions regime. In the event of a violation of export or sanctions regulations, BARBE is entitled to withdraw from the contract and claim damages.

8.4 Compliance and Sustainability: The SUPPLIER undertakes to conduct its business activities in compliance with all relevant legal requirements. This includes, in particular, compliance with legal environmental, climate and occupational safety standards, fair competition rules and anti-corruption laws. If the SUPPLIER seriously violates these obligations or the Supplier Code of Conduct, this constitutes a significant reason entitling BARBE to immediately withdraw from the contract or terminate it without notice.

## 9. USE OF SUBCONTRACTORS

9.1 The SUPPLIER may only engage subcontractors to fulfill its delivery and performance obligations with the prior written consent of BARBE.

9.2 The SUPPLIER remains responsible for fulfilling all obligations under the contract and is therefore liable for all services, breaches of duty and other actions of its subcontractors, as if the SUPPLIER had performed them.

9.3 The SUPPLIER shall ensure that all subcontractors employed comply with all applicable legal regulations, particularly those related to labor law, safety and environmental standards, as well as the BARBE Supplier Code of Conduct.

9.4 The subcontracting of services by a subcontractor to other sub-subcontractors also requires the prior written consent of BARBE and is only permitted in absolutely exceptional cases, such as a lack of expertise or economic necessity. The SUPPLIER must provide a written explanation of the circumstances justifying the exceptional case for its subcontractor and substantiate them. Purely economic considerations do not justify an exceptional case.

## 10. CONFIDENTIALITY

10.1 The SUPPLIER agrees to keep all information received from BARBE during their business relationship strictly confidential and to use it solely for the purpose of fulfilling the contract.

10.2 This confidentiality obligation extends beyond the duration of the business relationship for an additional five years after the contract ends. Information that is demonstrably known or becomes known without breaching this confidentiality obligation is exempt from this obligation.

10.3 In the event of a breach of the confidentiality obligation, BARBE is entitled to impose a contractual penalty in accordance with Section 14.2 below.

## 11. THIRD-PARTY PROPERTY RIGHTS

11.1 The SUPPLIER guarantees that no third-party rights are infringed in connection with its delivery or service. If BARBE is held liable by a third party for the infringement of property rights (e.g., patents, copyrights, trademarks) due to the delivered goods or services, the SUPPLIER shall indemnify BARBE against all claims and the resulting costs upon first request.

11.2 In the event of an alleged infringement of property rights, the SUPPLIER shall, at its own discretion and expense, either change or replace the delivered goods or services to ensure they no longer infringe on third-party rights while still complying with the contractual provisions, or enable BARBE to use the delivered goods/services in accordance with the contract by entering into a license agreement. Further legal claims by BARBE remain unaffected.

## 12. FORCE MAJEURE

12.1 Neither party shall be liable for the partial or complete non-fulfillment of its obligations if such non-fulfillment is due to force majeure events. Force majeure includes, in particular, natural disasters, epidemics/pandemics, war, acts of terrorism, official interventions, lawful industrial action (strikes/lockouts) or other unforeseeable, serious events beyond the reasonable control of the affected party.

12.2 The party affected by the force majeure event must promptly notify the other party in writing about the nature and expected duration of the event, and take all reasonable steps to mitigate its impact. The agreed deadlines will be extended by the duration of the hindrance, plus a reasonable recovery period.

12.3 If the force majeure event lasts longer than sixty days, both PARTIES are entitled to withdraw from the affected contract, either in whole or in part. In this case, any contractual penalties or claims for damages due to delays or non-performance caused by force majeure will be waived. In this case, any partial services already provided will be appropriately settled based on an agreement between the PARTIES.

## 13. CONTRACT DURATION AND TERMINATION

13.1 If there is a framework agreement or an indefinite-term obligation between BARBE and the SUPPLIER, either party can terminate it with a three-month notice period, effective at the end of the quarter, unless otherwise agreed in writing. Individual orders remain unaffected by such termination.

13.2 The right to terminate without notice for a valid reason remains unaffected. BARBE is entitled in particular to terminate individual orders or ongoing contracts with immediate effect for good cause if:

(a) The SUPPLIER breaches essential provisions of these TERMS and does not rectify the breach within a reasonable period following a written warning.

(b) Insolvency proceedings are filed or opened against the SUPPLIER's assets, or the SUPPLIER ceases its services, or

(c) The SUPPLIER has committed a significant breach of the provisions in Section 8.

13.3 Notices of termination and withdrawal must be made in writing. BARBE's statutory rights of termination and withdrawal remain unaffected.

## 14. LIABILITY AND CONTRACTUAL PENALTIES

14.1 The SUPPLIER shall be liable to BARBE for all damages resulting from a breach of these TERMS or other contractual obligations, subject to individual contractual provisions and the stipulation of these TERMS, and in any case in accordance with statutory provisions. Any limitations or exclusions of liability contained in the SUPPLIER's terms and conditions shall not apply unless expressly acknowledged in writing by BARBE.

14.2 If the SUPPLIER is in default and fails to meet a reasonable grace period set by BARBE (at least fourteen calendar days), the SUPPLIER shall pay BARBE a contractual penalty of 0.5% of the net value of the delayed delivery for each commenced calendar day of delay, up to a maximum of 5% of the net value of the respective order. BARBE is entitled to offset any forfeited contractual penalty against any outstanding invoices from the SUPPLIER. BARBE expressly reserves the right to claim further damages; any forfeited contractual penalty will be offset against such damages.

14.3 The SUPPLIER is required to maintain, at its own expense, a standard business liability insurance policy (including product and environmental liability) with an appropriate coverage amount of at least five (5) million euros per claim. At BARBE's request, the SUPPLIER must provide appropriate insurance documentation (e.g., certificates or copies of policies).

14.4 If claims are made against BARBE by third parties due to an allegedly defective product, the SUPPLIER shall indemnify BARBE from such claims and assume all associated costs. Further legal claims by BARBE remain unaffected.

## 15. FINAL PROVISIONS

15.1 The general mailing address for BARBE for inquiries and notifications related to orders is: [einkauf@barbe.de](mailto:einkauf@barbe.de).

15.2 These TERMS constitute the entire agreement between the PARTIES regarding the contractual object of the contract and supersede all prior verbal or written agreements. Individual agreements require the written consent of BARBE's purchasing department.

15.3 Any changes or additions to a contract (including these TERMS) must be made in writing. Verbal side agreements are not made; if they do exist, they are only effective if confirmed in writing by BARBE.

15.4 If one party temporarily tolerates the other's enforcement of individual rights or claims arising from the contract, this does not constitute a waiver of these or any other rights. Such tolerance does not justify any change to the contract or any exercise between the PARTIES.

15.5 The SUPPLIER is not authorized to use trademarks, logos or other intellectual property rights of BARBE or its affiliated companies without the express written consent of BARBE. This also applies to intellectual property provided by BARBE (including patents, know-how and trade secrets), insofar as its use is not necessary for the fulfillment of the contract.

15.6 If any provision of the contract, including these TERMS, is found to be wholly or partially invalid or unenforceable, this will not affect the effectiveness of the other provisions. In place of the ineffective or unenforceable provision, a valid provision which comes closest to the economic intent of the invalid provision shall be deemed to have been agreed. The same applies in the event of a contractual gap.

## 16. PLACE OF JURISDICTION AND APPLICABLE LAW

16.1 The law of the Federal Republic of Germany will apply exclusively, excluding the United Nations Convention on Contracts for the International Sale of Goods (UN Sales Convention, CISG).

16.2 The exclusive place of jurisdiction for all disputes arising from or in connection with contracts incorporating these TERMS is the current headquarters of BARBE