

# General Terms and Conditions of Purchase

Ulrich GmbH & Co. KG | Ulm

## 1. General – Scope of Agreement

- 1.1. These Terms and Conditions of Purchase apply exclusively to all business transactions with suppliers, service providers and other contractual partners. In the following, the contracting parties are collectively referred to as – supplier –. Ulrich does not acknowledge any business terms and conditions of the supplier that contradict or deviate from these terms and conditions of purchase, unless Ulrich has expressly agreed to their validity. In such a case, the supplier's terms and conditions shall apply only to the transaction concerned. These terms and conditions of purchase shall also apply if Ulrich accepts the supplier's deliveries and services without reservation or makes payments despite knowledge of deviating or conflicting contractual terms and conditions of the supplier.
- 1.2. All agreements establishing the legal transaction must be in written form or confirmed in writing in order to be valid. On principle, the written form is maintained through electronic exchange, for example via e-mail or virtual communication platforms.

## 2. Proposals – Purchase Orders – Documents

- 2.1. All offers from the supplier are free of charge and non-binding for Ulrich.
- 2.2. The supplier can only accept the purchase order effectively within a period of one calendar week - beginning with its receipt. A subsequent declaration of acceptance shall be deemed a new offer by the supplier, the acceptance of which Ulrich is entitled but not obliged to accept.
- 2.3. Purchase orders shall only be binding if they are declared to the supplier in writing. Orders placed by other means may require written confirmation by Ulrich.
- 2.4. On principle Ulrich reserves ownership and copyrights to all drawings, specifications or other documents. They may only be used for the execution of the respective transaction and may only be made accessible to third parties with express written consent. Upon request by Ulrich, but at the latest after termination of the business relationship, all documents must be returned or, documented to Ulrich, destroyed.



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**3. Prices**

- 3.1. The prices stated in the orders are fixed prices, include delivery, packaging, transport insurance as well as all ancillary costs and are binding for the specified delivery/service period.
- 3.2. The statutory sales tax is not included in the price.
- 3.3. Claims based on additional deliveries/services can on principle only be asserted after prior written confirmation or by subsequent order by Ulrich. Otherwise, subsequent claims over the prices shown in the order are excluded.

**4. Invoice – Terms of Payment**

- 4.1. Invoices must fully comply with the legal requirements and be verifiable. Processing is only possible if the purchase order numbers and article numbers given in the purchase order together with the description of the goods are given. The supplier shall be responsible for all consequences resulting from non-compliance with these obligations, unless he can prove that he is not responsible for this circumstance.
- 4.2. Ulrich may pay the purchase price within 14 days, calculated from receipt of goods and invoice, with 3% discount or within 60 days net, unless otherwise agreed.
- 4.3. Ulrich is entitled to set-off and retention rights to the extent permitted by law.
- 4.4. Payments shall be made subject to proper delivery and performance and shall not constitute an acknowledgement that they are in accordance with the contract.

**5. Delivery Quantity – Time of Delivery – Consequences of Missed Deadlines**

- 5.1. The delivery dates and quantities stated in the purchase order are binding. The date of receipt at the place of performance shall be decisive for adherence to the delivery date. Ulrich shall not be obliged to accept deliveries/services rendered prior to the stated delivery date or partial and/or multiple deliveries.
- 5.2. The supplier is obliged to inform Ulrich immediately in writing if circumstances have occurred or become apparent to him which have the consequence that the delivery date cannot be met.
- 5.3. In case of delay in delivery or late delivery or impossibility of delivery/performance Ulrich is entitled to the legal claims. Ulrich is especially entitled to claim damages instead of performance and rescission after setting a reasonable deadline and its fruitless expiration, if this is not dispensable according to the legal provisions. In this case the supplier has the right to prove that he is not responsible for the delay in delivery.



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5.4. With the occurrence of a delay in delivery Ulrich is entitled to demand a contractual penalty of 0.5 % of the net order value per commenced week – however a maximum of 5 % of the net order value. Contractual penalties shall be set off against the claim for damages.

5.5. Unforeseeable, unavoidable events such as force majeure, strikes and lock-outs in industrial disputes, official measures shall release Ulrich from its obligation to take delivery for their duration and to the extent of their effect.

### 6. Transfer of Risk – Delivery Notes

6.1. The risk shall pass upon acceptance of the delivery/service at the place of performance specified in the order.

6.2. The supplier is obliged to state the purchase order number, article number and description as well as the quantity and weight of the delivery/service on all delivery documents.

### 7. Inspection of Defects – Liability for Defects

7.1. The supplier warrants that his delivery/service is free from defects and that it conforms to the contractual specifications.

7.2. Ulrich is obliged to inspect the delivered goods within a reasonable period of time for deviations in quality and quantity.

7.3. A complaint shall be deemed to have been made in good time, if it is received by the supplier within a period of 10 working days (Monday to Friday) beginning with the receipt of the goods or, in case of hidden defects, from the time of discovery.

7.4. Ulrich shall be entitled to the statutory claims for defects in full; in any case Ulrich shall be entitled to demand the elimination of defects or the delivery of defect-free goods from the supplier at its reasonable discretion. Any resulting expenses, such as transport, travel, labour and material costs or costs for an incoming goods inspection exceeding the usual scope of inspection, shall be borne by the supplier. Ulrich expressly reserves the right to claim damages, in particular, the right to claim damages instead of performance.

7.5. Ulrich is entitled, at the supplier's expense, to remedy the defect itself if there is a need for urgency, for example because customer deadlines are at risk, risk is in default, or the supplier allows a deadline set to him to elapse.

7.6. The statutory provisions concerning material defects and defects of title shall apply. In addition, the supplier shall be liable for any form of fault to the extent that fault is a prerequisite under law.

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7.7. The limitation period is 24 months, calculated from the transfer of risk to Ulrich, unless otherwise agreed. The limitation period shall begin again if the Supplier provides subsequent performance or acknowledges the defect claims in any form whatsoever. The limitation period shall be suspended for the duration of the supplementary performance.

### 8. Analytical Quality Assurance

8.1. The supplier shall ensure by means of a suitable quality management system that his deliveries/services are free from material defects, comply with the recognized rules of technology, and that the relevant standards, regulations and provisions are complied with.

8.2. Ulrich is entitled to check the effectiveness of the analytical quality management system at any time. Furthermore, the supplier shall document the quality assurance in a suitable, verifiable manner and submit this documentation upon request. The retention period for the documentation shall be 10 years.

### 9. Product Liability – Exemption – Liability Insurance

9.1. Insofar as the supplier is responsible for claims by third parties or other third parties, regardless of the legal basis, resulting from a negligent or intentional breach of contractual or ancillary contractual obligations as well as non-contractual duties of care, he shall be obliged to indemnify Ulrich against claims for damages by third parties on first demand to the extent that the cause lies within his sphere of control and organization. This applies in particular to product liability claims attributable to the defectiveness of the Supplier's delivery/service.

9.2. Within the scope of his liability for cases of damage within the meaning of paragraph 9.1, the supplier is also obliged to reimburse any expenses according to §§ 683, 670 BGB as well as according to §§ 830, 840, 426 BGB which result from or in connection with a product recall action carried out by Ulrich. As far as possible and reasonable, the supplier shall be informed of the content and scope of the recall measures to be carried out and given the opportunity to comment. Other statutory claims shall remain unaffected.

9.3. The supplier undertakes to maintain product liability insurance with a sum insured of at least € 3 million per personal injury/property damage - lump sum - and shall prove it to Ulrich upon request; if Ulrich is entitled to further claims, these shall remain unaffected.

### 10. Property Rights

10.1. The supplier guarantees Ulrich that no rights of third parties - national or international - are infringed in connection with his delivery/service.

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- 10.2. If Ulrich is held liable by a third party due to an infringement of property rights, the supplier is obliged to indemnify Ulrich against these claims upon first written request. Ulrich is not entitled to enter into any kind of agreement with the third party - without the consent of the supplier - in particular to conclude a settlement. This obligation to indemnify refers to all expenses which Ulrich necessarily incurs as a result of or in connection with the claim by a third party.
- 10.3. The limitation period for infringements of industrial property rights shall be ten years, commencing with the provision of the goods/services at the place of performance.
- 10.4. The afore mentioned provisions shall not apply if the supplier has manufactured the delivery/service in accordance with specifications given by Ulrich, equivalent other descriptions or instructions and does not know or in connection with the products manufactured by him cannot know that industrial property rights are thereby infringed.

### 11. Reservation of Property Rights – Providing of Parts – Tools – Secrecy

- 11.1. If Ulrich provides parts to the supplier, Ulrich reserves the right of ownership. Processing or transformation by the supplier shall be carried out for Ulrich. If these reserved goods are processed with other items not belonging to Ulrich, it shall acquire co-ownership of the new item in the ratio of the value of item (purchase price plus value-added tax) to the other processed items at the time of processing.
- 11.2. If the parts provided by Ulrich are inseparably mixed with other items not belonging to Ulrich, they shall acquire co-ownership of the new item in the ratio of the value of the reserved item (purchase price plus value-added tax) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the supplier's item is to be regarded as the main item, it shall be deemed agreed that the supplier shall transfer a proportionate co-ownership right to Ulrich; the supplier shall keep the sole ownership or the co-ownership in safe custody for Ulrich.
- 11.3. Ulrich reserves ownership of tools; the supplier is obliged to use the tools exclusively for the production of the goods ordered by Ulrich. The supplier is obliged to insure the tools belonging to Ulrich at replacement value against fire, water and theft at his own expense. At the same time, the supplier hereby assigns to Ulrich all compensation claims from this insurance. Ulrich declares hereby the acceptance of this assignment. The supplier is obliged to carry out any necessary maintenance and inspection work on these tools as well as all maintenance and repair work at his own expense and in good time. Any malfunctions must be reported immediately. If he culpably fails to do so, he shall be obliged to pay for all damages.
- 11.4. A reservation of title for the deliveries/services provided by the supplier is only binding if it has been agreed with Ulrich in an individual contract. An agreement in the General Terms and Conditions is invalid.

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11.5. The supplier is obliged to keep all illustrations, drawings, calculations and other documents and information received strictly confidential. They may only be disclosed to third parties with express consent. The obligation to maintain secrecy shall also apply after completion of the contract. It expires when and insofar as the manufacturing knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known.

### 12. Product Conformity – Declaration of Hazardous Substances

12.1. The supplier shall ensure that his delivery/service complies with all legal requirements with regard to placing on the market at the time the risk of the delivery/service passes to Ulrich. The supplier shall also ensure that all necessary documents and information proving product conformity are made available.

12.2. The supplier undertakes to comply with the requirements of Regulation (EC) 1907/2006 REACH and Directive 2011/65/EU RoHS in the version applicable at the time of transfer of risk.

12.3. In case of hazardous materials, the supplier must provide Ulrich with the valid safety data sheets as well as instructions for use and procedures at latest with the order confirmation.

### 13. Compliance – Environmental Protection

13.1. The supplier undertakes to comply unconditionally with the law. In particular he shall not participate in or otherwise encourage any violation of the fundamental rights of his employees or agents, any form of corruption or child labor.

13.2. The supplier assumes responsibility for the safety and health of his employees.

13.3. He shall comply with all laws and regulations relating to environmental protection.

13.4. The supplier shall take all reasonable measures to exclude the use of so-called conflict minerals and to provide proof of origin of these raw materials via the supply chain. He will also oblige his sub-suppliers and subcontractors to do so.

### 14. Assignment of Receivables

14.1. Claims against Ulrich may only be assigned to third-party with their written consent.

### 15. Final Provisions

15.1. Insofar as these Terms and Conditions of Purchase do not contain any provisions, the statutory provisions shall apply unless the contracting parties have made a deviating agreement.



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- 15.2. Should individual components of these Terms and Conditions of Purchase be or become invalid, the remaining provisions shall remain valid in their entirety.
- 15.3. The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the conflict-of-law rules of private international law.
- 15.4. Unless otherwise specified in the individual order, the place of performance shall be the registered office of Ulrich.
- 15.5. The place of jurisdiction is Ulm; this applies if the supplier is a merchant within the meaning of commercial law. Ulrich is, however, entitled to choose the locally competent court for the supplier as the place of jurisdiction.