



## **General Terms and Conditions of Purchase**

**Boll & Kirch Filterbau GmbH**

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## 1 Scope

**1.1** These terms and conditions of Boll & Kirch Filterbau GmbH (hereinafter "BOLL & KIRCH") shall apply to all individual orders, call-offs and/or other agreements or contracts with its suppliers. BOLL & KIRCH's terms and conditions shall also apply to all future transactions, even if they are not expressly agreed again in individual cases. Entitled parties under these Terms and Conditions are, in addition to BOLL & KIRCH, also the companies affiliated with BOLL & KIRCH within the meaning of § 15 of the German Stock Corporation Act (Aktiengesetz).

**1.2** BOLL & KIRCH does not recognize conflicting, deviating, or supplementary agreements, conditions and/or general terms and conditions of the supplier, unless BOLL & KIRCH has expressly confirmed their validity in writing in an individual case. They shall have no effect even if BOLL & KIRCH has not expressly objected to them in a specific case. Acceptance of deliveries or services or payment for them does not mean implied consent to such agreements, conditions or general terms and conditions of the supplier.

## 2 Offers, orders, conclusion of an agreement

**2.1** The preparation of offers or cost estimates for BOLL & KIRCH by suppliers is always free of charge. BOLL & KIRCH also assumes no costs and pays no remuneration for planning and other preliminary services rendered by the supplier in connection with the submission of the offer unless this has been separately agreed in writing in advance on a case-by-case basis.

**2.2** The supplier is obliged to adhere to the specifications and other contents requested by BOLL & KIRCH's inquiry in its offer and, in the event of deviations (e.g., in quantities, quality, price, raw materials, input materials or specifications), to expressly point these out. If the supplier identifies obvious errors or gaps in inquiry documents when preparing the offer, he shall inform BOLL & KIRCH of this as soon as possible.

**2.3** Insofar as BOLL & KIRCH informs the supplier of the country for which the delivery item is intended, the supplier must take this into account when submitting the offer and offer it in such a way that the delivery item complies with the technical and legal regulations applicable there. Otherwise, the delivery items must always comply with the legal requirements and standards of the European Economic Area in any case.

**2.4** Orders, their amendment or supplementation, as well as other agreements made in connection with the conclusion of an agreement, shall be declared or confirmed in writing by BOLL & KIRCH. Orders from BOLL & KIRCH and their content and scope are binding and solely authoritative for the supplier. If the supplier does not confirm receipt and content of the order to BOLL & KIRCH in writing and unchanged within 5 days, BOLL & KIRCH is entitled to refrain from placing the order. Order confirmations which deviate from BOLL & KIRCH's orders are hereby fundamentally contradicted and rejected. Notwithstanding deviating offers, contracts are concluded exclusively based on BOLL & KIRCH's orders in conjunction with these terms and conditions.

**2.5** The Supplier shall indicate the purchase order number, the purchase order date and the respective place of destination in all transactions concerning the purchase order and in all documents during the processing of the purchase order.

**2.6** Insofar as a binding offer is accepted with the same content as the order and the agreement is concluded, any changes or additions subsequently confirmed by the supplier shall only become legally effective if BOLL & KIRCH reconfirms them in writing.

**2.7** The supplier shall notify BOLL & KIRCH in writing without delay of any necessary changes/extensions to the agreed scope of delivery/service which prove necessary during execution. Execution by the supplier requires written confirmation from BOLL & KIRCH or an order amendment.

**2.8** BOLL & KIRCH may also withdraw from the order in whole or in part after it has been placed. In this case, BOLL & KIRCH shall reimburse the supplier for the expenses incurred as a result of the order against proof, whereby BOLL & KIRCH shall have the right to accept any goods or production results resulting from this expense.

**3 Passing on of orders, involvement of subcontractors**

**3.1** If the supplier plans to use third parties to perform services, he must inform BOLL & KIRCH of this when submitting the offer and name them.

**3.2** The supplier may not subsequently pass on ordered services or significant parts thereof to

third parties during the execution of the agreement without the prior written consent of BOLL & KIRCH. The written consent must also be obtained in the event of replacement of released third parties by other third parties.

**4 Property, industrial property rights, copyrights**

**4.1** Drawings, samples and other documents or aids which BOLL & KIRCH makes available to the supplier remain the property of BOLL & KIRCH. They may only be used as intended and must be returned to BOLL & KIRCH at any time upon request.

**4.2** In particular, the supplier must respect industrial property rights and copyrights to which BOLL & KIRCH has ownership, usage or exploitation rights. Their use or exploitation is permitted only for the contractually agreed purposes. The supplier may not use or exploit products from documents, drawings, models and other materials provided by BOLL & KIRCH or on behalf of BOLL & KIRCH, either for his own purposes or for the purposes of third parties. He may neither offer them to third parties nor deliver them to third parties.

**5 Dates and deadlines, delay**

**5.1** Agreed dates and deadlines are binding. Decisive for their observance is the receipt of defect-free complete delivery or service at the place of destination, whereby the documentation is also an integral part of the delivery, or the successfully performed acceptance, if such is agreed or provided for by law. If delivery with assembly without acceptance has been agreed, delivery dates and periods shall refer to the defect-free handover of the assembled delivery.

**5.2** As soon as the supplier realizes that he cannot fulfill his contractual obligations in whole or in part, or cannot fulfill them in time, he must notify BOLL & KIRCH of this immediately, stating the reasons and, if applicable, the expected duration of the delay. Corresponding notifications by the supplier do not affect the legal rights and claims to which BOLL & KIRCH is entitled in the event of non-performance or delay.

**5.3** Information and documents required by BOLL & KIRCH's supplier for the timely performance of the agreement must be requested by the supplier in good time so that compliance with the dates or deadlines is not jeopardized.

- 5.4** Notwithstanding other claims, BOLL & KIRCH is entitled in particular to demand a contractual penalty from the supplier in the event of delay in the amount of a maximum of 1% of the net order sum concerned per week or part thereof, but not more than 5% of the net order sum. In all other respects, BOLL & KIRCH shall be entitled to the statutory and contractual claims, in particular for damages due to delay, taking into account the contractual penalty. The supplier shall compensate BOLL & KIRCH in particular, but not conclusively, in any case for all damages and additional costs incurred by BOLL & KIRCH due to delayed performance. This includes in particular the damages and risks of damages described herein and consequential damages of the delay in delivery, regardless of the amount, which may exceed the purchase price many times over.
- 5.5** If a contractual penalty has been agreed and incurred for the case of delay, BOLL & KIRCH may assert this penalty until the invoice for the delayed deliveries or services has been settled, without BOLL & KIRCH having to reserve the right to do so when accepting them. Early deliveries/services require the prior written consent of BOLL & KIRCH. Agreed payment deadlines remain unaffected, even if BOLL & KIRCH has accepted early deliveries/services.
- 6 Execution, safety regulations, origin of goods, conformity**
- 6.1** The supplier shall always comply with the recognized rules of technology as well as the respective applicable statutory and official requirements.
- 6.2** In the event of work by the supplier in the plant, in the buildings and on the plant premises of BOLL & KIRCH, the supplier is obligated to comply with the laws, ordinances and regulations concerning the safety and health of employees, the protection of the environment, the transport of hazardous goods and fire protection, including the bulletins of the employers' liability insurance associations and the association of property insurers, insofar as they are relevant for the performance of the delivery or the service.
- 6.3** Machines and technical work equipment must be manufactured in accordance with the regulations of the Product Safety Act (ProdSG), must be equipped with operating instructions in German, must comply with the current Machinery Directive (Maschinenrichtlinie) at the time of delivery and must bear a CE marking. Incomplete machines must have a declaration of incorporation for the purposes of the conformity procedure.
- 6.4** The supplier must also comply with labeling obligations, e.g. CE labeling, in other cases related to the respective product to be delivered.
- 6.5** The supplier is obliged to indicate the net weight and the statistical commodity code in accordance with the relevant provisions of the European Union ("Statistische Warennummern") or the HS code ("Harmonized System") of each product to be mentioned exclusively on the invoice.
- 6.6** The supplier is obliged to issue the origin of goods, regardless of whether it is preferential or non-preferential, in the form of a supplier's declaration or an indication of origin, free of charge. This document must comply with the applicable legal provisions in Germany and the EU in form and accuracy.
- 6.7** If a product to be delivered is subject to export restrictions in the final country of destination and the supplier has been notified of this country of destination by BOLL & KIRCH, the supplier is obligated to notify BOLL & KIRCH of this at an early stage. This applies in particular to so-called dual-use products in accordance with the relevant European regulations or to products whose export or re-export is prohibited or subject to approval in accordance with mandatory national, European or international regulations.
- 6.8** The supplier shall affix a material marking to all goods which, in conjunction with the manufacturer's certificates, certificates and/or test certificates enclosed with the delivery or sent separately, shall contain information on the material and manufacturer of the goods.
- 7 Delivery, transfer of risk**
- 7.1** Unless otherwise agreed, deliveries shall be made including packaging "DAP destination, Incoterms® 2020". If acceptance by BOLL & KIRCH is provided for by law or contractually agreed, the supplier shall bear the risk until acceptance.
- 7.2** Cases of force majeure and other unforeseeable circumstances outside the control of BOLL & KIRCH, such as industrial action, shall entitle BOLL & KIRCH to postpone acceptance of

- deliveries and services or acceptance accordingly.
- 7.3** BOLL & KIRCH is only obligated to accept deliveries or services if they have the agreed quality characteristics.
- 7.4** The supplier must provide the required documents in good time and without being requested to do so, at the latest upon delivery. For deliveries, the supplier shall enclose a material certificate in accordance with DIN EN 10204 for each material requiring verification and send it in advance in PDF format to the e-mail address [Zeugnis@bollfilter.de](mailto:Zeugnis@bollfilter.de), stating the order number in the subject line. Each certificate shall be sent in a separate e-mail.
- 8 Shipping and packing**
- 8.1** If the delivery is made by a forwarding agent, the supplier shall hand over the goods to the forwarding agent with proper accompanying documents, which must contain the order details.
- 8.2** BOLL & KIRCH shall bear shipping and packaging costs only after express prior written agreement. If only "ex works" or "ex sales warehouse" pricing is given, the supplier is obligated to choose the most favorable and suitable transport option for BOLL & KIRCH if it organizes the transport as agreed and passes the costs on to BOLL & KIRCH.
- 8.3** The supplier shall label, pack and ship hazardous products in accordance with the current relevant national, European, and international regulations applicable at the agreed place of destination and in the final country of destination, if known to the supplier.
- 9 Statutory Minimum Wage (Mindestlohngesetz - MiLoG), Employee Posting Act (Arbeitnehmerentsendegesetz - AEntG), Prohibition of Illegal Employment**
- 9.1** The supplier shall ensure that the employees used by it or by subcontractors to execute contracts with BOLL & KIRCH receive the statutory minimum wage in accordance with MiLoG or, if the services are to be remunerated in accordance with AEntG, the minimum wage prescribed in each case. The supplier shall fulfill its obligations to pay contributions to social insurance carriers, employers' liability insurance associations, health insurance funds and other institutions.
- 9.2** When selecting subcontractors, the supplier shall check compliance with the preconditions in accordance with Clause 9.1 and have compliance with them confirmed in writing. The same shall apply to hirers with whom BOLL & KIRCH concludes temporary employee leasing agreements and to suppliers who use temporary workers ("Arbeitnehmerüberlassung") to fulfill contracts with BOLL & KIRCH.
- 9.3** The supplier shall refrain from unlawful employment of any kind.
- 10 Prices, invoice and terms of payment**
- 10.1** The agreed prices are fixed prices, plus statutory value added tax. The prices shall cover all deliveries and services which the Supplier must perform in order to fulfill its contractual obligations.
- 10.2** Invoices shall be sent in auditable form after complete delivery free of defects or acceptance of the service for each order separately, in each case stating the order number in electronic form to [finance@bollfilter.de](mailto:finance@bollfilter.de). Invoices may not be enclosed with a delivery. The statutory sales tax shall be shown separately on the invoice.
- 10.3** Payment of properly submitted and verifiable invoices shall be made within 30 calendar days without deduction or within 25 calendar days with a 2% discount if the requirements for invoicing have been met. If payment can only be settled late due to lack of proper delivery documents or verifiability of the invoice, the discount period shall not begin to run until clarification has been made.
- 10.4** Payments by BOLL & KIRCH do not imply any acknowledgement of the contractual conformity of the delivery or service or the correctness of the amount invoiced.
- 11 Quality management system, auditing**
- 11.1** The supplier is obliged to plan, organize, and implement the production process and quality assurance on his own responsibility in such a way that comprehensive quality monitoring and quality control are guaranteed, and all quality and safety requirements placed on the product are met.
- 11.2** This applies to all products, irrespective of whether the supplier manufactures, processes, finishes them himself or procures, processes, or finishes them from third parties. Furthermore, it must be ensured that all applicable laws and

required manufacturer's rules and regulations, including the associated rules and regulations of the ship classification societies, are complied with in the manufacture of pressure-bearing/demanding articles.

**11.3** The supplier undertakes to maintain a quality management system in accordance with ISO 9001 as amended. The contractually required demand shall be produced in accordance with this quality management system and tested under the obligation to achieve a zero-defect target; this shall be done to continuously improve its performance. Under special circumstances, a certified quality management system may be waived if the supplier maintains its own quality management system. Proof of this system must be provided by the supplier and can be verified by prior agreement by means of a BOLL & KIRCH supplier audit at the supplier's production facility. Any application of a non-certified quality management system requires the prior consent of BOLL & KIRCH.

**11.4** The supplier undertakes to comply with all environmentally relevant laws and regulations and, in the best case, maintains a certified environmental management system in accordance with ISO 14001 as amended. The aim is the responsible use of resources and the protection of the environment.

## **12 Notice of defects, claims due to defects**

**12.1** Insofar as the commercial duty of inspection and notification of defects pursuant to § 377 of the German Commercial Code (Handelsgesetzbuch - HGB) applies, BOLL & KIRCH's duty is limited to inspecting delivered goods for quantity and identity, externally visible transport, and packaging damage, as well as spot checks for their essential characteristics, insofar as this is reasonable. BOLL & KIRCH shall notify the supplier of recognizable defects within eight (8) calendar days after delivery. BOLL & KIRCH will notify the supplier of defects not recognizable at the time of delivery and occurring later within eight (8) calendar days after discovery. In this respect, the supplier waives the objection of late notification of defects. Any further obligation to receive goods and to give notice of defects is otherwise excluded.

**12.2** The supplier owes defect-free deliveries and services. These must have the agreed quality characteristics as well as guaranteed values and properties and fulfill the owed purpose of

use Deliveries must be equipped with prescribed safety devices. Relevant environmental protection, hazardous materials, hazardous goods and accident prevention regulations and occupational safety requirements must be observed. Any special safety regulations applicable at the place of performance at BOLL & KIRCH and brought to the supplier's attention must be complied with. The supplier warrants those goods delivered by him comply with all legal requirements, specifications, requirements, or directives, in particular those applicable within the EU.

**12.3** The release of submitted drawings by BOLL & KIRCH does not affect the supplier's responsibility for proper, defect-free performance of the agreement.

In the event of defects and in the event of a warranty claim, BOLL & KIRCH shall be entitled to the statutory claims for defects. In any case, BOLL & KIRCH is entitled to demand that the supplier, at BOLL & KIRCH's discretion, either remedy the defect or deliver a new, defect-free item. After expiration of a grace period set once, in which subsequent performance fails, BOLL & KIRCH shall be entitled to further rights, including but not limited to a reduction in price or rescission, as well as to damages. The right to damages, including but not limited to damages in lieu of performance, is expressly reserved. If BOLL & KIRCH incurs consequential costs due to defective delivery, such as inspection costs, labor costs, travel costs, installation and removal costs, handling costs, general administrative costs, BOLL & KIRCH has the right to charge these costs to the supplier.

The supplier shall ensure that the supplies and services are performed in accordance with the order and without limitation in accordance with the highest and latest standards of the rules of safety, technology, and workmanship. Materials and equipment to be included shall be new and only qualified personnel shall be used for services. In addition, the supplier assures that he transfers to BOLL & KIRCH the complete unimpaired ownership of the delivered goods and any other services are also free from defects of title.

**12.4** Insofar as warranty claims exceed the statutory claims for defects, these shall remain unaffected. For the claims for defects subject to the statute of limitations, a period of 24 months shall run, which shall commence upon delivery

and/or performance or acceptance if such is provided for or agreed by law. If a longer limitation period is provided for by law, this shall apply. The duration and the course of the regular limitation period shall remain unaffected.

- 12.5** The limitation period shall be suspended if negotiations are conducted between the contracting parties regarding claims for defects or if the supplier inspects or rectifies a defect for which notice has been given. If parts are replaced in connection with the subsequent performance, the limitation period shall start anew for these parts.
- 12.6** In urgent cases, if the supplier could not be reached and there is a risk of disproportionately high damage, BOLL & KIRCH has the right to remedy the defects itself or through third parties at the supplier's expense and risk. However, BOLL & KIRCH will always inform the supplier of such measures in advance without delay.
- 13 Granting of rights, industrial property rights of third parties**
- 13.1** Insofar as the supplier manufactures products or services according to BOLL & KIRCH's requirements and/or specifications and thereby acquires its own property rights to the delivery item or insofar as it uses third party property rights, the supplier shall grant BOLL & KIRCH a right of use and exploitation for the contractual purposes.
- 13.2** The supplier shall ensure that, insofar as item 1 is not relevant, all services rendered, and goods delivered by it are free of third-party rights and that BOLL & KIRCH does not infringe any third-party rights by using and exploiting them for the contractual purposes. If and to the extent that third-party property rights exist in the supplier's services, the supplier is obligated to inform BOLL & KIRCH of this and to ensure that it obtains the necessary authorizations to grant rights from the holders of the rights.
- 13.3** If acts of infringement nevertheless occur, the supplier shall indemnify BOLL & KIRCH against all claims of third parties which are made against BOLL & KIRCH from or in connection with the infringement of rights of third parties by the contractual use and shall bear the costs of protecting the rights if these claims are based on a culpable breach of duty by the supplier. The same applies to claims for damages by third parties against BOLL & KIRCH. BOLL & KIRCH

will inform him immediately in the event of a claim.

- 14 Other contractual liability, non-contractual product liability, insurance**
- 14.1** Insofar as the supplier is responsible for a defect or product damage, he is obligated to indemnify BOLL & KIRCH upon first request against claims for damages by third parties insofar as the cause lies within supplier's sphere of control and organization, the defect can be attributed to the supplier, or he himself is liable without limitation in the external relationship.
- 14.2** Within the scope of the supplier's liability for damages within the meaning of subsection (1), the supplier shall also be obligated to reimburse all expenses, e.g. pursuant to §§ 693, 670 BGB (German Civil Code), as well as pursuant to §§ 930, 940, 426 BGB, which arise from or in connection with a recall action carried out by BOLL & KIRCH. BOLL & KIRCH shall inform the supplier of the content and scope of the recall measures to be carried out, to the extent possible and reasonable, and shall give the supplier the opportunity to comment. Other legal claims to which BOLL & KIRCH is entitled remain unaffected.
- 14.3** The supplier undertakes to maintain product liability insurance with a lump sum coverage of EUR 10 million per personal injury/property damage; if BOLL & KIRCH is entitled to further claims for damages, these shall remain unaffected.
- 15 Confidentiality, data protection, advertising**
- 15.1** All documents, information, business or trade secrets provided to the supplier, e.g. in technical drawings, calculations, plans, product ideas or provisions and the other know-how of BOLL & KIRCH or customers of BOLL & KIRCH ("information"), which becomes known to the supplier during the business cooperation, must be kept secret and may not be provided or brought to the attention of third parties or otherwise used or exploited by the supplier itself or by third parties, economically or otherwise, outside the purpose permitted by BOLL & KIRCH without express written consent. The disclosure of confidential information and the possible transmission of documents, samples or models shall not establish any rights to industrial property rights, know-how or copyrights for the supplier and shall not constitute any prior publication or right of prior use within the

meaning of the Patent Act and the Utility Model Act. Insofar as third parties encounter confidential information of BOLL & KIRCH through the supplier, the supplier must conclude a comparable written non-disclosure agreement with them in advance and prove this to BOLL & KIRCH upon request. The supplier must also keep secret all knowledge and results obtained through its use, even beyond the duration of the cooperation with BOLL & KIRCH. In this respect, the obligation to maintain secrecy shall continue to apply after the execution of this agreement; it shall expire only if and to the extent that the production, product, system, or manufacturing knowledge contained in the confidential information provided has become generally known to the public without violation of this obligation to maintain secrecy.

**15.2** BOLL & KIRCH is entitled to store and process the data provided by the supplier, considering the applicable data protection provisions, insofar as they are required for the contractual cooperation, also insofar as they are personal data. The supplier is obliged to comply with the statutory provisions on data protection.

**15.3** Disclosure of the business relationship existing with BOLL & KIRCH in publications or for advertising purposes is only permitted with prior written consent. Public exploitation of the business relationship is generally prohibited.

## **16 Assignment, retention of title**

**16.1** The supplier may assign claims against BOLL & KIRCH to third parties or have them collected by third parties only with prior written consent. This does not apply to claims against BOLL & KIRCH which are undisputed, legally established or recognized by BOLL & KIRCH.

**16.2** BOLL & KIRCH objects to retention of title provisions of the supplier insofar as they go beyond the extended retention of title ("verlängerter Eigentumsvorbehalt") according to German law. In individual cases, they require a prior written individual agreement. Should it nevertheless come about that the supplier's upstream suppliers assert property rights, co-ownership rights or liens on BOLL & KIRCH or have compulsory enforcement measures carried out, the supplier shall reimburse BOLL & KIRCH for all costs (including attorney's fees) and damages arising from this upon first request.

## **17 Place of performance, choice of venue, choice of law**

**17.1** The place of performance is the place of destination or the place of acceptance, if such is contractually agreed or provided for by law, otherwise in case of doubt the place of business of BOLL & KIRCH.

**17.2** German law shall apply exclusively to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 (CISG).

**17.3** The exclusive place of jurisdiction, including in proceedings relating to bills of exchange, checks and documents, shall be the court in Cologne which has first instance jurisdiction over the subject matter and location of BOLL & KIRCH's place of business. However, BOLL & KIRCH is also entitled to sue the supplier at the court having jurisdiction over the supplier's place of business.

**17.4** Should provisions of these terms and conditions be or become invalid or unenforceable after conclusion of the agreement, the validity of the rest of the agreement shall remain unaffected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects most closely approximate the economic objective pursued by the contracting parties with the invalid or unenforceable provision. The above provisions shall apply mutatis mutandis if the agreement proves to be incomplete.

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