

**General Terms and Conditions of Purchase
of
Irlbacher Blickpunkt Glas GmbH, Josef-Irlbacher-Str. 1, 92539 Schönsee**

1. General – Area of Application

- 1.1. Our Terms and Conditions of Purchase shall apply exclusively; we do not recognise terms and conditions of purchase of the Seller's which conflict with or deviate from our Terms and Conditions of Purchase unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Purchase shall also apply if we accept the Seller's delivery without reservation in the knowledge that conditions of the Seller's conflict with or deviate from our Terms and Conditions of Purchase.
- 1.2. Our Terms and Conditions of Purchase shall only apply to entrepreneurs pursuant to section 310(1) of the German Civil Code (BGB).
- 1.3. Our Terms and Conditions of Purchase shall also apply to all future business transactions with the Seller.

2. Delivery

- 2.1. The supply contract (order and acceptance) is concluded by means of an order and confirmation of acceptance by the Seller, both of which must be in writing, particularly by email. The same applies to order changes or extensions.
- 2.2. If the Seller makes changes to the products to be delivered compared to the time at which the contract was concluded or compared to previous deliveries from the same order, it must notify the Purchaser of these changes at least three weeks before delivery and await the Purchaser's written approval of the changes. The Purchaser shall be entitled to reject deliveries of goods that have been modified compared to the original order and whose modifications have not been approved in advance.
- 2.3. Delivery schedules must also be made in writing.
- 2.4. If the Seller does not accept the order within eight (8) days of receipt, the Customer shall be entitled to cancel the order. The Seller cannot assert any claims for damages from cancellations of this kind.
- 2.5. The time of delivery specified in the order shall be binding. The receipt of the goods by the Purchaser shall be decisive as regards the timeliness of the delivery. Any grace period set in the event of a delay in delivery shall also be binding. The Seller shall be obliged to inform the Purchaser in writing immediately if circumstances occur or become known to the Seller which mean that it will not be possible to observe the agreed time of delivery, and to inform the Purchaser in writing immediately of how long the delay is anticipated to be.
- 2.6. The Purchaser shall be entitled to withdraw from the contract after setting a grace period of eight (8) days or, in the event of default, to demand compensation for non-performance instead of performance. The Purchaser is entitled to charge the Supplier with the additional costs for any purchases of goods in replacement. If the Purchaser does not withdraw from the contract, it may demand a contractual penalty of 0.5% of the purchase price for each week of delay in delivery up to a maximum of 5% of the purchase price. In all other respects, the Purchaser shall be entitled to the statutory claims, particularly further compensation for damages caused as a result of the delay.
- 2.7. The Seller may only place subcontracts with the prior written consent of the Purchaser. In the event of an approved subcontract, the Seller shall be liable for the quality of the delivery item.

- 2.8. If the Seller ceases its payments to third parties or insolvency proceedings are applied for against its assets, the Purchaser may withdraw from the part of the contract that has not yet been fulfilled, without prejudice to other rights.
- 2.9. The delivery shall be DPU at Schönsee unless otherwise agreed in writing.

3. Prices – Terms of Payment

- 3.1. The price specified in the order shall be binding. Unless otherwise agreed in writing, the price shall include delivery “DPU Schönsee” including all ancillary costs like taxes, customs duties, transportation and packaging. Packaging may only be returned if special agreements have been made.
- 3.2. Unless otherwise agreed in writing, the purchase price shall be paid with a 2% discount within 14 days of delivery, acceptance and receipt of the invoice or as a net amount within 30 days of receipt of the invoice.
- 3.3. Rights of set-off and retention shall be governed by the statutory provisions.
- 3.4. Payments made by the Purchaser are not to be regarded as acceptance of the delivery.
- 3.5. The Supplier shall only be entitled to assign its claims to third parties with the prior written consent of the Purchaser.

4. Packaging / Shipping / Returns

- 4.1. The goods to be delivered shall be packaged in a proper and commercially standard manner unless otherwise agreed. At the Purchaser's request, the goods are to be packed in accordance with special instructions. The Seller shall be liable for any damage resulting from inadequate packaging.
- 4.2. The Seller shall be obliged to immediately submit all necessary declarations and supporting documents and to provide information required for proper customs treatment and further processing or resale of the delivery item.
- 4.3. In the event of a claim, the cost of the return shipment of goods shall be borne by the Seller. If goods are faulty, the Purchaser is entitled to return the goods at any time, carriage forward.

5. Recall

- 5.1. In the event of a recall of the goods purchased, the Purchaser is entitled to full compensation for any additional financial expenditure incurred and for any loss of profit. Further statutory claims of the Purchaser shall remain unaffected.
- 5.2. The Seller shall be obliged to inform the Customer immediately of the content and extent of the recall action. In relation to the Seller, the Purchaser shall not be obliged to inform its contractual partner of the recall in the event of a resale of the goods.
- 5.3. Unless the parties have agreed otherwise in writing, the Seller shall be obliged to take out and maintain product liability insurance for the goods with an adequate amount of coverage – at least €3,000,000.00. Upon request, the Seller is to provide supporting documents showing the existence of the insurance upon conclusion of the contract and during the ongoing contractual relationship.
- 5.4. If claims for damages are asserted against the Purchaser by third parties due to product damage for

which the Seller is responsible, the Seller shall indemnify the Purchaser against all third-party claims at the latter's first request, including the costs necessary to defend against such claims, if the cause lies within the Seller's sphere of control and organisation.

6. Liability for Defects

- 6.1. The warranty shall be governed by the statutory provisions unless otherwise agreed. The Purchaser shall be entitled to demand subsequent performance at its discretion – rectification of the defect or delivery of a defect-free item. This subsequent performance shall initially be free of charge. If the Seller defaults on subsequent performance or the subsequent performance cannot be delayed, the Purchaser may rectify the defect itself or have it rectified by a third party at the Seller's expense. This does not affect any existing claims for damages.
- 6.2. The limitation period for claims for defects is 24 months calculated from the transfer of risk unless the law stipulates compulsory limitation periods that differ from this.
- 6.3. If the Purchaser resells goods and its customer asserts claims against it based on product liability, the Seller shall indemnify the Purchaser against this liability.

7. Liability for Damages, Warranty and Representation

- 7.1. Claims for damages by the Seller against the Purchaser, its legal representative or vicarious agent, particularly due to breach of duties arising from the contractual obligation and from tort, are excluded, regardless of the legal grounds.
- 7.2. This does not apply in cases of compulsory statutory liability, particularly
 - in cases of intent and gross negligence
 - in the event of injury to life, limb or health
 - due to the assumption of a guarantee for the existence of a characteristic
 - in the event of a breach of material contractual obligations or
 - under the Product Liability Act.This does not imply a change in the burden of proof to the detriment of the Seller.
- 7.3. The remaining liability for damages in cases of gross negligence and breach of material contractual obligations is limited to damage that is foreseeable and typically occurs.

8. Property Rights, Marking

- 8.1. The Seller warrants that no third-party rights are infringed in connection with or as a result of the delivery.
- 8.2. At the Purchaser's request, the Seller shall name all industrial property rights that are known or become known to it which it uses in connection with the delivery items that have been or are to be delivered.
- 8.3. If a third party asserts a claim against the Purchaser for this reason, the Seller shall be obliged to indemnify the Purchaser against such claims at the first written request.
- 8.4. The Seller's indemnification obligation relates to all expenses necessarily incurred by the Customer from or in connection with claims asserted by a third party unless the Seller proves that it is not

responsible for the breach of duty underlying the infringement of property rights.

- 8.5. The limitation period for these claims is three (3) years commencing with the transfer of risk or from the time the third party asserts a claim against the Purchaser.
- 8.6. The Seller shall mark and pack delivery items as stipulated by the Purchaser. The Seller may only deliver items that bear a trademark protected for the Purchaser or corresponding presentation or that are packed in the Purchaser's original packaging to the Purchaser alone or to a third party designated by the Purchaser. If goods marked accordingly are rejected as being faulty, the Seller shall destroy them at its own expense and provide the Purchaser with verification of this upon request. In the event of a breach of one of the above obligations, the Purchaser shall be entitled to withdraw from the contract and to demand the delivery of the goods obtained from the breach and also compensation for the damage incurred by the Purchaser.
- 8.7. The Purchaser reserves rights of ownership and copyrights to illustrations, drawings, calculations and other documents; these must not be made accessible to third parties without the Purchaser's express written consent. They shall be used exclusively for production based on the order; after the order has been processed, they shall be returned to the Purchaser without this being specifically requested. They must be kept confidential from third parties.

9. Reservation of Ownership – Supply – Tools – Confidentiality – Disclosure Requirements

- 9.1. If the Purchaser provides parts to the Seller, it shall reserve ownership of these parts. Any processing or alteration performed by the Seller shall be carried out on the Customer's behalf. If the goods subject to reservation of ownership are processed with other items that the Customer does not own, the Customer shall acquire co-ownership of the new item in the proportion of the value of its item (purchase price plus VAT) to the other processed items at the time of processing.
- 9.2. If the item provided by the Purchaser is inseparably intermixed with other items that it does not own, the Purchaser shall acquire co-ownership of the new item in the proportion of the value of the item subject to retention of title (purchase price plus VAT) to the other intermixed items at the time these were intermixed. If the intermixing is done in such a way that the Seller's item is to be regarded as the main item, it shall be deemed agreed that the Seller shall transfer proportional co-ownership to the Purchaser; the Seller shall retain sole ownership or co-ownership for the Purchaser.
- 9.3. The Purchaser shall reserve ownership of tools; the Seller shall be obliged to use the tools exclusively for the production of the goods ordered by the Purchaser, treat them with care and use them properly.
The Seller shall further be obliged to insure the tools belonging to the Purchaser against damage caused by fire, water or theft at their replacement value at its own expense. At the same time, the Seller shall assign all claims for compensation under this insurance to the Purchaser, which hereby accepts the assignment. The Seller shall be obliged to carry out any maintenance and inspection work required regarding the Customer's tools as well as all maintenance and repair work and to do so in good time and at its own expense. It is to notify the Purchaser immediately of any malfunctions; if it fails to do so and is at fault for this failure, claims for damages shall remain unaffected.
- 9.4. If the security interests to which the Customer is entitled pursuant to section (1) and/or section (2) exceed the purchase price of all goods subject to retention of title that have not yet been paid for by more than 10%, the Customer shall be obliged, at the Seller's request, to release the security interests at the Customer's discretion.
- 9.5. The Seller shall be obliged to maintain strict confidentiality regarding all illustrations, drawings, calculations, models, templates, samples and other documents and information received. They may only be disclosed to third parties with express written consent which has been granted beforehand. Reproduction shall only be permitted within the scope of operational requirements and copyright regulations.
Subcontractors may only be commissioned with the prior written consent of the Purchaser and must

be bound by the same obligations. The confidentiality obligation shall remain in force even after the execution of this contract; it shall expire if and to the extent that the manufacturing knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known. The Seller may only advertise its business relationship with the Purchaser with the Purchaser's prior written consent.

- 9.6. In the event of breaches of the confidentiality obligation, the Seller shall owe a contractual penalty appropriate to the specific case, the amount of which is to be determined by the Purchaser at its reasonable discretion and, in the event of a dispute, is to be reviewed by the competent court.
- 9.7. If the goods delivered by the Seller are subject to a recipe, e.g. adhesives, paints, casting compounds and the like, the Seller shall be obliged to inform the Purchaser in advance of any changes to the recipes compared to the time of the order or compared to the recipe used in the most recent delivery in order to give the Purchaser the opportunity to check the usability of the goods for its purposes and particularly to check the impact of the changed recipes on goods it processes further. This obligation to provide information prior to delivery shall also apply if the Seller does not consider the change to the recipe to be significant or if a change has no influence on the product characteristics in its opinion.

10. REACH and RoHS Compliance

The Seller shall comply with the obligations incumbent upon it under RoHS Directive 2011/65/EU and REACH Regulation (EC) No. 1907/2006 or any regulations supplementing or replacing this regulation.

- 10.1. The Seller shall inform the Purchaser whether the products it delivers contain substances that are subject to the RoHS Directive 2011/65/EU and the REACH Regulation (EC) No. 1907/2006 or any regulations supplementing or replacing these regulations in order to enable the Purchaser to fulfil its duty to provide its customers with information.

According to the current version of the regulation, the duty to provide information arises as soon as the 0.1% weight per cent threshold per product is exceeded. If the regulation is amended, the thresholds that apply are those that are currently valid in each case. If there is a duty to provide information, the Seller shall provide the names of the substances and their typical concentrations in weight per cent in relation to the subassembly and the joint product without being asked to do so.

- 10.1.1. **Approval (Annex XIV):** As soon as substances have been included in Annex XIV, the Seller shall immediately confirm that approval of the substances in the contractual product is being sought or has been granted, and provide information on the uses that are to be covered in the approval application or are covered by the approval. If the Seller is not seeking approval, it shall likewise provide this information immediately.
- 10.1.2. **Restriction (Annex XVII):** The substance restrictions are observed. If new restrictions are imposed, the Seller shall provide information on the substances contained in the contractual products that restrict or may restrict their marketability.
- 10.1.3. **Registration Status (Articles 5 and 7) and Obligation to Notify the Agency According to CLP (Article 40):** In particular, the Seller shall be responsible for ensuring that the substances contained in the contractual products it has supplied have been or will be pre-registered or registered after the transitional period has expired; it shall submit the required supporting documents for this without being requested to do so. We also require confirmation that the required notification in the Classification and Labelling Inventory has already been issued for the substances in accordance with Article 40 of the CLP Regulation.
- 10.2. **RoHS Directive 2011/65/EU:** The RoHS Directive serves to restrict the use of certain hazardous

substances in electrical and electronic equipment. With the publication of the RoHS II Directive 2011/65/EU (follow-up directive to RoHS 2002/95/EC), the regulations on substance restrictions have become more extensive, while the actual thresholds remain unchanged. The obligations with regard to the marketing and use of non-toxic products, however, have been made more stringent for all trading partners involved. The RoHS conformity of the products is now confirmed by the CE marking. This is based on legally compliant technical documentation. The Supplier guarantees that it will ensure compliance with the regulations.

- 10.2.1. The Seller guarantees that the products delivered to Irlbacher Blickpunkt Glas GmbH are RoHS-compliant, taking into account the thresholds applicable. The Seller agrees to provide supporting documents confirming RoHS conformity on request.
- 10.3. If the products delivered contain chemical substances and substance classes whose use is restricted by the RoHS Directive, the Seller shall provide the names of the substances and their typical concentrations in weight per cent in relation to the subassembly and the joint product without being asked to do so.

11. Final Provisions

- 11.1. No oral side agreements have been made. Amendments and additions to the contract as well as a waiver or amendment of the written form requirement must be made in writing.
- 11.2. 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.
- 11.3. Should one or more provisions of this contract be or become invalid, unfeasible or incomplete, the validity of the remaining provisions shall remain unaffected. If loopholes arise as a result that are not due to a breach of the law governing general terms and conditions, the parties to the contract shall agree on a provision that comes as close as possible to the original economic objective.
- 11.4. If the Seller is a merchant, our place of business shall be the place of jurisdiction; we shall also be entitled to sue the Seller at its place of jurisdiction, however. Our place of business shall be the place of performance unless otherwise specified in the order.

As per: 24/11/2025