

# General Terms and Conditions of Purchase of Huber SE

## 1. Subject terms, scope of application, supplier code, purchase order

1.1. Our terms and conditions of purchase shall apply exclusively, even if we accept the Supplier's delivery without reservation in the knowledge of other terms and conditions or terms and conditions of the Supplier that deviate from our terms and conditions of purchase. Any other terms and conditions, or conditions of the Supplier that deviate from our terms and conditions of purchase, require our express written approval in order to become effective.

1.2. Amendments and supplements to our order and the contract to be concluded must be made in writing in order to be effective. The invalidity of individual terms and conditions of purchase shall not affect the validity of the remaining terms and conditions of purchase.

1.3. Huber SE expects from its contractors that their conduct complies with the corporate ethical values of Huber SE. Therefore, the Contractor undertakes to comply with the HUBER SE Supplier Code, which is available on the internet.

## 2. Documentation, documents, modifications, maintenance

2.1 With regard to the delivery items, the Contractor shall send HUBER SE separately and free of charge a complete technical documentation consisting at least of the documents specified in the EC Machinery Directive (currently valid version). The Contractor is obliged to provide HUBER SE free of charge with the instructions and documents required for use, assembly, maintenance, cleaning and repair of the delivery item, in particular also spare parts lists and sourcing references.

2.1.1 The Contractor shall, at its own expense, enclose with the delivery items original operating instructions and maintenance instructions for specialist personnel as well as user documentation for application software, programme documentation for system and system-related software and programme development documentation for software developments that are the subject matter of the contract, which must be written in German and English and, if the Contractor is requested to do so by HUBER SE, in the language of the country of destination/use. The documentation owed by the Contractor shall be made available to HUBER SE in accordance with the currently applicable standards and in paper and customary electronic form.

2.2 The Contractor shall separately send HUBER SE a declaration in accordance with the EC Machinery Directive (as amended) for the delivery items. A CE mark shall be affixed to a usable product. The Contractor warrants to HUBER SE that the delivery items comply with the relevant accident prevention/work safety regulations and the recognised occupational medical and safety rules of the Federal Republic of Germany. If the Contractor is aware of the country of destination/use of the delivery items when the contract is concluded, the delivery items must also comply with the rules and regulations there and be approved for delivery to this country. In particular, the Contractor guarantees that the delivery items comply with the relevant EU directives, the EC Machinery Directive, the German law on making products available on the market on the Product Safety Act, in each case in the valid version, and that the conformity assessment procedures specified in the respective regulations have been carried out.

2.3 If claims are asserted against Huber SE by third parties due to the Contractor's non-compliance with the regulations mentioned in section 2.2, the Contractor is obliged to indemnify Huber SE against such claims upon first written

request. Huber SE's claim for indemnification shall exist irrespective of any fault on the part of the Contractor. The aforementioned right to indemnification of Huber SE against the Contractor also includes the costs incurred by Huber SE in pursuing legal action and claims, as well as all other expenses necessarily incurred by Huber SE from or in connection with the claim by a third party.

2.4 Huber SE's order and part numbers must be repeated in all notices, consignment notes, invoices etc. relating to the order. Both the dispatch note and the invoice must not be enclosed with the consignment.

2.5 Huber SE is not entitled to remuneration for offers and other preparatory work by the Contractor, unless otherwise agreed in an individual contract. Huber SE is entitled to freely use the business documents and information (including data sheets) made available by the Contractor unless they are expressly marked as confidential or secret by the Contractor.

2.6 HUBER SE may, insofar as this is reasonable for the Contractor, subsequently demand changes (extensions/reductions) in the creation and execution of the delivery item. If essential contractual agreements (prices, deadlines, delivery dates) are affected by this, the Contractor shall notify HUBER SE of this without delay, but at the latest within 5 working days, in the form of a supplementary offer, unless otherwise agreed. HUBER SE shall then decide on the implementation of the changes. In the event of implementation, a supplement to the contract shall be drawn up. Otherwise, it shall be assumed that the change requests of HUBER SE are within the scope of the existing agreements.

### **3. Time of delivery and performance**

3.1 The Contractor shall be obliged to comply with the specified delivery or performance time. Specified delivery or service dates/periods refer to the time of handover of the delivery item at the destination specified by HUBER SE. The timeliness of services and deliveries with installation or assembly shall be determined by their acceptance.

3.2 In the event of a delay in delivery or performance, Huber SE is entitled to claim lump-sum damages for the delay amounting to 0.5% of the agreed remuneration per week of delay or part thereof, but not more than 5% of the agreed remuneration. The right to further legal claims (withdrawal and compensation) remains reserved. The Contractor has the right to prove to Huber SE that no damage or significantly less damage has been incurred as a result of the delay. Huber SE has the right to prove that greater damage has been incurred.

3.3 The provisions under section 3.2 shall also apply in the event that the Contractor performs partial or complete services on time but not in a way that is ready for acceptance.

3.4 Furthermore, Huber SE may demand that the Contractor indemnify it against all claims for damages and/or contractual penalties and/or other claims asserted against it by its customer in connection with a delay in delivery or performance, if and to the extent that the Contractor is responsible for this delay in delivery or performance.

3.5 The Contractor shall notify HUBER SE of any foreseeable delays in delivery or performance immediately after becoming aware of them and without being requested to do so.

### **4. Packing and transport**

4.1 The Contractor is obliged to pack and load the delivery items in such a way that the integrity of the delivery is ensured during loading, transport and unloading. The Contractor shall be liable for damage to the delivery items as a result of inadequate packaging.

4.2 The Contractor shall bear the costs of packaging and dispatch. Insofar as Huber SE has to bear the costs for transport and/or packaging, the Contractor is obliged to choose the most inexpensive type of transport and/or packaging in each case, which at the same time ensures the integrity of the delivery.

4.3 The Contractor is obliged to comply with the packaging regulations of the Regulation of Wood Packaging Material in International Trade - Revision of ISPM No. 15 (INTERNATIONAL STANDARDS FOR PHYTOSANITARY MEASURES) and to use only packaging wood treated in accordance with these regulations for national and international deliveries to HUBER SE.

The Contractor shall be liable to HUBER SE for all damage and costs arising from the use of packaging material that does not comply with the regulations.

## **5. Security in the supply chain, foreign trade, country of origin, preferential right**

5.1 In order to ensure security in the supply chain in accordance with the requirements of international security initiatives (e.g. AEO, C-TPAT), the Contractor shall take the necessary organisational instructions and measures for deliveries and services to Huber SE or to third parties designated by Huber SE, in particular in the area of property protection, business partner, personnel and information security, packaging and transport. The Contractor shall protect the deliveries and services against unauthorised access and manipulation. The Contractor shall use only reliable personnel and shall also oblige its subcontractors to comply with the aforementioned security standards in the supply chain.

In the event of a culpable breach of these obligations, Huber SE reserves the right to terminate or withdraw from the contract.

5.2 The Contractor shall notify HUBER SE in writing of the statistical goods number in accordance with the current version of the list of goods for foreign trade statistics. In any case, technical information on the form, function and condition of the delivery items for determining the commodity code shall be provided in writing. If the delivery items are covered by the EU Dual-Use List of Goods (Annex I to Regulation (EU) 2021/821) or the German Export List (Annex AL to the Foreign Trade and Payments Ordinance - AWV), in each case in the current version, and this is known to the Contractor, the Contractor shall inform HUBER SE in writing of the applicable item of the corresponding goods list. HUBER SE shall use this data for the legally correct handling of its own exports. Should the Contractor be unable or unwilling to provide the above-mentioned data, it shall be obliged to notify HUBER SE thereof in writing without delay.

5.3 Contractor undertakes to issue a supplier's declaration on the preferential origin of all delivery items upon request by HUBER SE. This supplier's declaration must comply with the provisions of the Implementing Regulation including supplements and as amended from time to time. The country of origin (non-preferential origin) - and in the case of Germany the federal state - must be provided for all delivery items. These declarations must be received by HUBER SE within ten days of request, but no later than at the time of delivery.

## **6. Price and payment**

6.1 Delivery shall be made free Berching or free to the place specified by us.

6.2 The agreed prices shall be binding unless the parties have expressly agreed otherwise, for which the Contractor shall bear the burden of proof.

6.3 The agreed payment period begins with the receipt of all contractually owed delivery items at the destination specified by Huber SE or with their acceptance if this is contractually agreed or provided for by law. If, however, the Contractor's invoice is received by Huber SE (Purchasing Department) only after receipt of all contractually owed delivery items at the destination specified by Huber SE or after their acceptance, the agreed payment period shall only commence on the date of receipt of the invoice.

6.4 The Contractor's invoice shall state the delivery items ordered by HUBER SE and HUBER SE's order number.

6.5 Payments shall be made in accordance with the individual contractual agreements.

6.6 Payment of an invoice by the Contractor without Huber SE asserting any objections shall not be deemed acceptance of the deliveries or services as being in accordance with the contract.

## **7. Place of fulfilment, handover, passing of risk, force majeure**

7.1 The place of fulfilment shall be the destination specified by HUBER SE.

7.2 Insofar as the Contractor's performance consists of the creation or adaptation of software, the handover shall take place on a suitable data carrier in machine-readable form together with the source code.

7.3 If the law does not provide for acceptance and if acceptance has not been contractually agreed, the risk of accidental loss and accidental deterioration shall pass from the Contractor to HUBER SE upon handover of the delivery item at the place of destination, otherwise upon acceptance as provided by law or contractually agreed.

7.4 Industrial disputes as well as other cases of force majeure shall entitle HUBER SE to demand an appropriate adjustment of the contract or release from the obligation to accept from the Contractor.

## **8. Receiving inspection / duty to give notice of defects**

8.1 Immediately upon receipt of products, the purchaser shall check whether the products correspond to the ordered quantity and, if recognisable, to the ordered type, whether there is externally recognisable transport damage or externally recognisable defect. If the partners consider further inspections by the purchaser to be reasonable, these must be agreed in writing in advance.

8.2 If the purchaser discovers damage or a defect during the aforementioned inspections, it shall notify the Supplier thereof within 10 working days from discovery. If the purchaser discovers hidden damage or defects at a later date, the purchaser shall also notify the Supplier thereof within 10 working days from discovery.

8.3 In the case of bulk deliveries, Huber SE is only obliged to carry out random checks. If this reveals that more than 10% of the samples do not comply with the contractual or legal requirements, Huber SE is released from further inspections and can refuse acceptance altogether on the basis of the random sample result and make the entire delivery available to the Contractor for collection.

8.4 The Purchaser is not obliged to carry out any further inspections or give any further notifications to the Supplier other than those mentioned above.

8.5 If a contract obliges Huber SE to call off deliveries successively and if a partial delivery has material defects and/or defects of title excluding its intended use, this shall entitle Huber SE, without prejudice to further rights, to refrain from calling off further deliveries and from making payments.

8.6 If a quality assurance agreement exists between the Contractor and Huber SE with regard to Huber SE's duty to examine for defects and to give notice of defects, the provisions of such agreement shall take precedence over the terms and conditions set out herein.

## **9. Acceptance**

9.1 If acceptance of the Contractor's delivery item is contractually agreed and/or provided for by law, HUBER SE shall carry out the acceptance within 15 days after the Contractor's declaration of readiness for acceptance has been submitted and all documents belonging to the delivery item have been handed over.

9.2 If the Contractor's delivery item consists of the creation or adaptation of software, the created and adapted programs shall be handed over in testable form. After the program test together with HUBER SE, a preliminary confirmation of the operational readiness shall be made first. This merely states that trial operation under production-like conditions can be started for the purpose of final acceptance. The duration of the function test and trial operation shall be based on the contractual agreements. If significant defects occur during the trial operation, the trial operation shall start anew after the defects have been remedied.

9.3 Acceptance shall take place if all services and criteria specified in the performance specification are fulfilled and the delivery item is free of defects.

9.4. A written report of the acceptance shall be drawn up. However, formal acceptance shall not take place until the Contractor has remedied any defects found. The rectification of defects shall take place immediately, at the latest within a period set by HUBER SE.

## **10. Claims for defects, liability of the Contractor**

10.1 The Contractor must provide Huber SE with the delivery item free of material defects and defects of title from the transfer of risk until the limitation period for claims for defects has expired.

10.2 If the delivery item has a defect contrary to the above obligation, the rights of Huber SE shall be determined in accordance with the provisions of these terms and conditions and, in addition, the statutory claims for defects. Huber SE reserves the right to demand, at its own discretion, that the defect be remedied or a replacement delivery be made. The Supplier is obliged to bear all necessary costs. We reserve the right to claim damages.

10.3 Huber SE may take measures to remedy the defect itself at the expense of the Supplier, have them taken by third parties or procure a replacement itself if the Supplier has not complied with the written request to remedy the defect within a reasonable period set by Huber SE or if an application for insolvency has been filed against the assets of the Supplier. This shall also apply without prior request in urgent cases of danger to operational safety and to avert

disproportionately large damage if it is no longer possible to inform the Contractor of the defect and the impending damage and to set a deadline for remedial action due to the particular urgency.

10.4 HUBER SE may immediately remedy minor defects or have them remedied at the Contractor's expense. Measures to remedy defects can be carried out or arranged at Contractor's expense without setting a deadline if delivery is made after the occurrence of the delay and HUBER SE has an interest in immediate remedy of the defect due to the avoidance of its own delay.

10.5 In the cases mentioned in clauses 10.3 and 10.4, the Contractor shall be notified immediately. HUBER SE shall send the Contractor a report on the type and scope of the defects and the work carried out.

10.6 The Contractor shall bear the entire costs of subsequent performance, in particular costs of troubleshooting, retrofitting costs, installation and removal costs, transport, travel, labour and material costs as well as customs duties, including the costs arising from the subsequent transfer of the delivery item to a place other than the place of delivery (location).

10.7 If the Contractor does not succeed in ensuring the use of the services in accordance with the contract in a suitable manner, Huber SE can claim damages and withdraw from the contract.

10.8 Huber SE may demand that the Contractor indemnifies it against all claims of its customers if and to the extent that the Contractor has caused this through its delivery. For the indemnification of claims for damages directed against Huber SE outside the scope of liability of the Product Liability Act, this only applies if and to the extent that the Contractor is responsible for the cause.

10.9 The Contractor is obliged to carefully perform control and monitoring duties, in particular it is obliged to ensure compliance with the technical quality standards and the contractually agreed quality through careful quality controls and corresponding documentation. The Contractor is obliged to organise its sphere of control and organisation in terms of material and personnel in such a way that dangers in connection with the Contractor's performance and its use by Huber SE and its customers are eliminated.

10.10 If the preconditions for claims of Huber SE against the Contractor lie in the Contractor's sole area of risk or responsibility, the Contractor bears the burden of proof for the non-existence of such preconditions for claims.

## **11. Producer liability and insurance obligation of the Contractor**

11.1 The Contractor shall indemnify Huber SE against its producer liability if and to the extent that the cause of Huber SE's liability is attributable to the Contractor's area of risk and responsibility and the Contractor is responsible for the cause triggering the liability. his shall also apply in the event that claims are asserted against HUBER SE under its manufacturer's liability under foreign law.

11.2 In this context, the Contractor is also obliged to reimburse any expenses pursuant to Sections 683, 670 of the German Civil Code (BGB) arising from or in connection with a recall campaign carried out by Huber SE. Huber SE will inform the Contractor about the content and scope of the recall measures to be carried out - to the extent possible and reasonable - and give the Contractor the opportunity to comment.

11.3 The Contractor declares that it shall be liable for third-party claims for damages based on material defects to the statutory extent irrespective of fault if the material defects in its delivery items, work or services already existed at the time of transfer of risk.

11.4 The Contractor undertakes to maintain business and product liability insurance with a lump sum coverage of at least 2 million euros for personal injury and property damage. Notwithstanding § 4 para. 1 no. 3 AHB (General Liability Insurance Conditions), the cover must also extend to damage abroad. The Contractor must inform Huber SE of any exclusions for the USA/Canada cover.

The scope of this insurance must extend to the forms of coverage of the so-called extended product liability insurance (ProdHV). Included are personal injury and property damage due to lack of agreed properties, combination, mixing and processing of the delivery products, dismantling and installation costs, scrap production by machines as well as an inspection and sorting costs clause. Here, too, the sum insured for the above-mentioned damages is at least 2 million euros.

11.5 The Contractor shall provide Huber SE with evidence of the conclusion of a liability insurance policy pursuant to section 11.4 above upon request and shall provide Huber SE with a corresponding confirmation of the insurer (Certificate of Insurance) upon request. This certificate must in particular provide information on the following points: (a) the name of the policyholder with full address; (b) the name of the liability insurance with full policy number; (c) the name and full address of the insurer; (d) information on the type of insured damage and costs (personal injury and property damage as well as co-insured financial losses), in particular in the area of producer and environmental liability as well as activity damage cover.

(e) designation of the sums insured; (f) designation of existing sublimits; (g) information on existing deductibles; (h) designation of exclusions; (i) start and end date of the policy and whether it is automatically renewed; (j) geographical area of coverage; (k) conclusion of a general product recall costs insurance policy which includes coverage for the so-called third-party recall as well as (l) confirmation by the insurer of premium payments made.

## **12. Rights of use**

12.1 The Contractor warrants that the delivery item is free from third party rights, in particular third party property rights, which exclude or impair its use by HUBER SE, and that it has the authority to further transfer such rights of use, and that no property right applications are infringed. If claims are asserted against Huber SE by a third party for this reason, the Contractor shall be obliged to indemnify HUBER SE against these claims upon first written request. The Contractor's indemnification obligation relates to all expenses necessarily incurred by HUBER SE from or in connection with the claim by a third party. This shall not apply if the (property) right infringement(s) is/are based on plans, drawings, models or other descriptions equivalent to these provided by HUBER SE.

## **13. Patents and licenses**

13.1 In the case of specifically commissioned development projects, HUBER reserves all rights for development results, in particular for the developed products, optimisations and processes as well as for tools, equipment and the corresponding processing know-how used, in particular to apply for patents and industrial property rights for the development results.

13.2 The Contractor may not derive any licensing, reproduction, usage or other rights from the development results of the collaboration, in particular not for HUBER's original field of activity.



13.3 Should joint inventions worthy of protection arise within the scope of the collaboration that do not relate to the specifically commissioned development project in each case, both parties shall jointly have the right to apply for industrial property rights. If HUBER waives this right, the Supplier shall, in the event of an application for industrial property rights, in each case grant HUBER a free, geographically unlimited, irrevocable, sublicensable and transferable right of use. In any case, the Supplier undertakes not to make the subject of the respective industrial property right accessible to competitors of HUBER.

#### **14. Limitation periods**

14.1 The limitation periods according to the statutory provisions shall apply with the following exceptions.

14.2 Insofar as the limitation period for material defects would be two years according to the law, it shall be extended to 36 months from the transfer of risk.

14.3 The limitation period for defects of title shall be 48 months from the transfer of risk, unless a longer period applies by law.

14.4 For delivery items and parts thereof replaced within the scope of subsequent performance as well as for delivery items and parts thereof on which defects have been remedied, the limitation period shall recommence upon completion of the subsequent performance.

14.5 The limitation period shall be suspended (§§ 203 et seq. BGB) if the Client notifies the Contractor in writing of defects; this suspension shall end if the Client has been informed by the Contractor of the successful implementation of the defect rectification measure or if the Contractor expressly and finally refuses to rectify the defect by written notification to the Client. Further legal grounds for suspension and recommencement of the limitation period shall remain unaffected.

#### **15. Assignment, set-off, retention**

15.1 The assignment of any claims of the Contractor against HUBER SE is excluded.

15.2 The Contractor shall not be entitled to refuse any defect rectification measures owed by him until the purchase price or remuneration has been paid in full.

15.3 HUBER SE shall be entitled to rights of set-off and retention to the extent provided by law. HUBER SE shall furthermore be entitled to set off also against claims to which a company in which HUBER SE has a share of at least 50% is entitled.

#### **16. Duty to inform, confidentiality and data protection**

16.1 In the event of a long-term supply relationship, the Contractor shall have a duty to inform HUBER SE of all circumstances that may be of significance to HUBER SE; this shall include, in particular, information on quality problems if they could possibly not be fully overcome, foreseeable delivery difficulties and about all changes to product properties that may affect the use by HUBER SE, even if they do not cause the delivery item to become defective.



16.2 If the Contractor intends to discontinue production or delivery of the delivery item in whole or in part ("discontinuation"), it shall be obliged to notify HUBER SE thereof at least twelve months in advance, stating HUBER SE's material number and presenting alternatives (including corresponding data sheets of alternative delivery items). After written notification of the discontinuation, the Contractor shall grant HUBER SE the option of a "last order", which offers HUBER SE the option to place a final order at its own discretion, with an average delivery time valid until the discontinuation and at the previously agreed commercial conditions. A supply of spare parts shall be guaranteed to HUBER SE for a further ten years after discontinuation.

16.3 The Contractor is obliged to treat all commercial and technical details which are not in the public domain and which become known to it through the business relationship as business secrets. The Contractor is in particular be obliged to keep calculations, illustrations, plans, tender documents, requirement profiles, specifications, drawings, other documents as well as other data carriers, models and other aids strictly secret. Only with the express consent of HUBER SE may they be disclosed to third parties and/or used for the Contractor's own purposes that are not the subject of this contract. The confidentiality obligation shall also apply after the fulfilment of this contract; it shall expire if and insofar as the knowledge, experience and information contained in the aforementioned calculations, illustrations, plans, documents etc. have become generally known. With regard to the aforementioned items and all intellectual property rights related thereto, HUBER SE shall remain the sole owner and party entitled to dispose of them. The Contractor may only disclose the contractual relationship with HUBER SE to third parties with the latter's written consent.

16.4 The Contractor shall ensure that all persons entrusted by him with the performance or processing of the contract observe the statutory provisions on data protection. The obligation to maintain data secrecy required under data protection law shall be made at the latest before the first commencement of the activity and evidence thereof must be provided to HUBER SE upon request. The Contractor agrees that the personal data disclosed to HUBER SE in the course of the business relationship may be stored and automatically processed in HUBER SE's IT systems.

## **17. Place of jurisdiction, applicable law**

17.1 For all disputes arising from and in connection with the contractual relationship, the place of business of HUBER SE shall be the exclusive place of jurisdiction. However, Huber SE reserves the right to take legal action at the court of the Supplier's place of residence.

17.2 The law of the Federal Republic of Germany shall apply exclusively.