

## GENERAL PURCHASING CONDITIONS

### Section 1 General provisions/validity

- 1.1 These General Purchasing Conditions (hereinafter referred to as "GPC") shall apply to all deliveries and services to Nagel-Group Logistics SE, its branches or affiliated companies of Nagel-Group within the meaning of Section 15 of the German Stock Corporation Act (AktG) (hereinafter referred to as "Nagel"). They shall apply to all orders and service contracts whether current, in the course of processing, or future which are placed by Nagel with the supplier/service provider.
- 1.2 These GPC shall apply exclusively. Any supplier/service provider's terms and conditions of sale, delivery and payment that differ from or supplement these are not binding on Nagel, even if Nagel does not object, the supplier/service provider states that it only wishes to deliver on its terms and conditions or Nagel refers to a communication from the supplier/service provider that contains or refers to such terms and conditions. These GPC shall also apply if the contract with the supplier/service provider is executed without reservation in the knowledge of conflicting, supplementary terms and conditions or terms and conditions that differ from these GPC.
- 1.3 Upon acceptance of the order, but no later than upon dispatch of the deliveries to Nagel, these provisions shall be deemed to have been recognised.

### Section 2 Conclusion of contract and contract amendments

- 2.1 Orders, contracts and delivery call-offs as well as amendments thereto can be made by Nagel in writing, by fax or electronically.
- 2.2 Verbal agreements of any kind – including subsequent amendments and supplements to these GPC – shall not be effective unless confirmed in writing by Nagel.
- 2.3 Cost estimates are binding and shall not be remunerated unless expressly agreed otherwise.
- 2.4 If Nagel requests an express order confirmation in individual cases, this must be issued within no later than two calendar days, unless expressly agreed otherwise. The time of receipt of the goods by Nagel shall determine compliance with the deadlines. Otherwise, Nagel shall be entitled to cancel the order. If the order confirmation varies from the order, the supplier/service provider must make this clear, describing the respective variances. Nagel shall only be bound to a variance if they agree to this in writing. Unconditional acceptance of goods shall not be deemed as consent.
- 2.5 Insofar as is reasonable for the supplier/service provider, Nagel may demand changes to the delivery item or the agreed service after conclusion of the contract. The effects, in particular with regard to additional or reduced costs as well as delivery and service deadlines, must be taken into account appropriately.
- 2.6 Nagel shall only accept the quantities or numbers of items it has ordered. Excess, short and/or partial deliveries are only permitted with Nagel's express consent. In the case of agreed part deliveries, the remaining quantity must be detailed on the delivery note.
- 2.7 Nagel reserves proprietary rights and copyrights to the drawings, plans, illustrations and other documents provided to the supplier/service provider for the submission of an offer or when placing an order. The supplier/service provider may not make these accessible to third parties without Nagel's express written consent. If such documents are provided to the supplier/service provider in connection with an order, they may only be used for the purpose of processing the order. They must be returned to Nagel without being asked if no order is placed or once an order that has been placed has been processed.

### Section 3 Delivery and performance

- 3.1 Each delivery must be accompanied by a delivery note stating the corresponding order number, delivery address, name of the customer or recipient of the goods and the description of the contents by type, quantity and unit. Nagel shall be entitled to refuse acceptance in the event of incorrect or incomplete delivery documentation. Delivery is "free domicile" including insurance and packaging (Incoterms: CIP) to the shipping address specified in the order, unless the parties have agreed otherwise in writing.
- 3.2 The supplier/service provider must use environmentally friendly products and processes as well as appropriate packaging materials for its deliveries and services within the boundaries of economic and technical possibilities. Relevant rules of technology, European and German standards as well as all laws and legal regulations applicable at

the place of performance, in particular environmental protection regulations, must be observed; generally recognised safety and occupational health regulations must be complied with.

- 3.3 Delays by subcontractors or service providers are the responsibility of the supplier/service provider, who shall bear the risk of procuring all materials and preliminary products necessary for the provision of its service.

### Section 4 Prices and terms of payment

- 4.1 Unless otherwise agreed in writing, all agreed prices are fixed prices plus applicable VAT and including transport, customs clearance, insurance and packaging costs. Nagel may take advantage of general price reductions by the supplier/service provider up to the scheduled delivery date. Price adjustments after conclusion of the contract are otherwise excluded. In particular, increases in costs do not entitle the supplier/service provider to subsequently demand an increase in the agreed prices.
- 4.2 Unless otherwise agreed in writing, invoices shall be settled either within 14 days with a 3% discount or within 30 days without discount, net from the due date of the payment claim and receipt of both the invoice and the goods or service. Payment is always subject to invoice verification. Payment periods shall not commence before the submission of verifiable invoices and complete defect-free delivery, service or acceptance, if such a period has been agreed or is provided for by law.
- 4.3 In the event of late payment, the supplier/service provider shall be entitled to charge interest on arrears at the statutory rate. Further claims due to delay are excluded.
- 4.4 Nagel shall be entitled to statutory rights of set-off and retention under the conditions specified therein. A discount may also be deducted in the event of offsetting or assertion of a right of retention. Payment of invoices does not constitute an acknowledgement of a legal obligation and does not constitute a waiver of warranty or guarantee claims due to defects in the contractual delivery or service or other rights.

### Section 5 Dates, deadlines and contractual penalty

- 5.1 Agreed delivery dates and deadlines as well as information on delivery times in the supplier's/service provider's quotation are binding. If the quotation or other parts of the contract do not contain any information in this regard, the dates or deadlines specified in the order shall apply with binding effect. Arrival of the delivery or service at the place of receipt specified in the order or the successful acceptance, if such is agreed or provided for by law shall determine compliance.
- 5.2 If the supplier/service provider becomes aware that it will not be able to meet the deadlines or periods, they must inform Nagel immediately in writing, stating the reasons and the expected delay.
- 5.3 If the supplier/service provider is in default of delivery or performance, Nagel shall be entitled to statutory rights and claims. Damages for delay to be compensated shall also include increased processing costs incurred as a result of the delay. In particular, Nagel shall be entitled to demand compensation instead of performance and to withdraw from the contract if delivery or performance has not occurred within a reasonable period of grace. Nagel shall only recognise early deliveries, partial or incorrect deliveries or corresponding services in individual cases or if this has been expressly agreed. Otherwise, Nagel shall have the right to return or reject the delivery or service at the supplier/service provider's expense; incorrect deliveries must be collected by the supplier/service provider from the dispatch centre at its own expense.
- 5.4 In the event of a delay in delivery, a contractual penalty of 0.5%, subject to a total maximum 5%, of the respective order value shall be due for each commenced week of delay in delivery after prior warning – taking into account any additional compensation for damages.

### Section 6 Transfer of risk, inspection and notification of defects

- 6.1 Risk shall pass to Nagel upon arrival of the delivery or service at the place of receipt; if acceptance has been agreed or is provided for by law, from acceptance. This also applies where shipment has been agreed.
- 6.2 Acceptance shall always be subject to inspection for defects, in particular also for correctness and completeness, insofar and as soon as this is feasible in the ordinary course of business. Nagel shall notify the

supplier/service provider of any defects identified within a period of eight working days, calculated from receipt of the goods, and of defects that are not readily apparent within a period of five working days, calculated from the time of discovery.

- 6.3 The obligation to inspect the goods and to give notice of defects shall begin anew if the supplier/service provider has carried out rectification work and defects reappear or other defects become apparent.

### Section 7 Guarantees, claims for defects and recourse

- 7.1 The supplier/service provider must comply with the guarantees it gives and shall ensure that the contractual items delivered or services performed by it are not defective and that there are no third-party rights to the contrary at the time of transfer of the agreed authorisation of use to Nagel. In particular, they must also comply with relevant public law provisions, guidelines and regulations of authorities and employers' liability insurance associations.
- 7.2 Statutory provisions on material defects and defects of title shall apply, unless otherwise agreed below in these terms and conditions. Nagel shall be entitled to demand that the supplier/service provider remedy the defect or make a new delivery or production. The costs incurred in connection with subsequent fulfilment shall be borne by the supplier/service provider. Statutory rights to compensation for damages, compensation in lieu of performance or the assertion of warranty claims remain reserved.
- 7.3 If subsequent fulfilment is not possible, has failed or is unreasonable, or if it is culpably delayed or refused beyond a reasonable deadline set by Nagel, Nagel shall be entitled, at its discretion, to its statutory rights, in particular the right to withdraw from the contract and to compensation instead of performance or a reduction of the remuneration or a reduction in price.
- 7.4 In cases of risk of disproportionately high damage or other urgency, Nagel shall be entitled to carry out the subsequent fulfilment itself or have it carried out by a third party at the expense and risk of the supplier/service provider – irrespective of the warranty obligation. The same shall apply if the supplier/service provider does not fulfil its warranty obligation within a reasonable period set by Nagel. A case of urgency within the meaning of the provision exists if it is no longer possible to inform the supplier/service provider of the defect and the impending damage due to the particular urgency and to set them a deadline – even a short one – for subsequent fulfilment. However, this does not release Nagel from its obligation to inform the supplier/service provider immediately of such measures.
- 7.5 In the event of proven defects of title, the supplier/service provider shall provide subsequent fulfilment by providing Nagel with a legally unobjectionable opportunity to use the delivered goods or, at its discretion, the replaced or modified equivalent goods. In the event of third-party claims, the supplier/service provider shall indemnify Nagel against all third-party claims, unless it is not responsible for the defect of title.
- 7.6 The limitation period for claims for defects is 36 months, unless a longer period is provided for by law. The period begins with the delivery/acceptance or commissioning of the delivery item (transfer of risk) by Nagel or by the third party nominated by Nagel at the place of receipt and use specified by Nagel, or with the acceptance, if such is agreed or provided for by law.
- 7.7 The start of the warranty period shall be suspended from the date of receipt of the notification of defects. The suspension shall end with the complete rectification of the notified defect or, if the supplier/service provider refuses to rectify the defect vis-à-vis Nagel, 3 months after Nagel shall have received the communication (central administration) refusing to rectify the defect.
- 7.8 If the supplier/service provider is not the manufacturer of a delivery item and the manufacturer offers an extended guarantee over and above the contractual guarantee, the supplier/service provider shall inform Nagel of this and hand over the guarantee documents at Nagel's request.
- 7.9 If Nagel incurs costs as a result of a defective delivery of the delivery item, in particular transport, travel, labour, material costs or costs for an incoming goods inspection exceeding the usual scope, the supplier/service provider shall bear these costs.
- 7.10 If it is not possible for Nagel to remedy the defect immediately due to the operating conditions, the supplier/service provider must immediately provide provisional improvements, provided that this does not result in unreasonable additional costs. In addition, any necessary preparatory work must be carried out immediately and Nagel must be notified of its completion. The final rectification of defects must be carried out immediately after Nagel has informed the supplier/service provider that the operating conditions allow the rectification work to be carried out.

### Section 8 Liability

- 8.1 Unless otherwise agreed, liability shall be governed by the statutory provisions. If a delivery or service is defective, if the supplier/service provider culpably breaches contractual duties of care, custody, information or other contractual ancillary duties or if the supplier/service provider culpably fails to meet contractually agreed deadlines (breach of contract), the supplier/service provider shall be liable to Nagel for any resulting damages.
- 8.2 The supplier/service provider shall be responsible for the fault of the supplier's/service provider's vicarious agents and any sub-suppliers in the same way as for its own fault. The supplier/service provider may not exempt itself from liability by providing evidence of the proper selection and monitoring of vicarious agents or sub-suppliers.
- 8.3 Insofar as the supplier/service provider is liable under these GPC, it shall indemnify Nagel on first demand against all claims of third parties in this regard.
- 8.4 Force majeure shall release the contracting parties from their performance obligations for the duration of the disruption and to the extent of its effect. This shall also apply if these events occur at a time when the affected contractual partner is in default. The contracting parties shall be obliged to provide information without delay within the scope of what is reasonable and to adjust the modalities of service provision to the changed circumstances in good faith in consultation with the other party. Difficulties due to force majeure shall not justify any claim to an adjustment of remuneration. Industrial disputes are only considered force majeure if they last four weeks or longer.

### Section 9 Product liability, indemnification and insurance

- 9.1 In the event that a claim is made against Nagel due to a defective product under product liability regulations or other regulations, Nagel shall be entitled to reclaim liquidated damages from the supplier/service provider. The supplier/service provider shall indemnify Nagel upon first request against claims for damages by third parties if and to the extent that the damage was caused by a defect in the contractual item delivered by the supplier/service provider. In cases of fault-based liability, however, this shall only apply if the supplier/service provider is at fault. If the cause of the damage lies within the area of responsibility of the supplier/service provider, it shall bear the burden of proof in this respect.
- 9.2 Where Clause 9.1 applies, the supplier/service provider shall bear all costs and expenses, including the costs of any legal action. The supplier/service provider shall reimburse Nagel for expenses incurred in measures undertaken by Nagel to prevent product liability damage in such cases to an appropriate and necessary extent.
- 9.3 Prior to a product recall that is wholly or partially the result of a defect in the contractual item delivered by the supplier/service provider, Nagel shall inform the supplier/service provider and give them the opportunity to co-operate, unless particular urgency precludes such action. If a product recall is the result of a defect in the contractual item delivered by the supplier/service provider, the supplier/service provider shall bear the costs of the product recall.
- 9.4 The supplier/service provider undertakes to take out insurance at its own expense against all risks arising from product liability to a sufficient extent, but for a sum insured of not less than five million euros. The supplier/service provider must also have public liability insurance with cover of not less than five million euros per claim.

### Section 10 Industrial property rights

- 10.1 The supplier/service provider warrants that deliveries or services are free of third-party property rights, in particular for the contractually agreed utilisation purposes. It may not infringe any trademarks, patents, licences or other industrial property rights or patent applications of third parties disclosed at the time of acceptance through their delivery or service.
- 10.2 The supplier/service provider shall indemnify Nagel against claims by third parties due to resulting infringements of property rights and shall reimburse Nagel for all expenses incurred by virtue of claims by third parties if these are based on a breach of duty by the supplier/service provider or its vicarious agents. There shall be no right to claim if the supplier/service provider proves that it is neither responsible for the infringement of the property right nor should have been aware of it. However, Nagel will not make any commitments, reach settlements or other agreements with the claimants without consultation with the supplier/service provider.
- 10.3 The supplier/service provider grants Nagel a right of use, unlimited in terms of content, time and space, for all types of use, to all works produced and/or handed over in connection with the delivery or service, as well as to all copyrightable components of the works. In particular, it includes the right to make changes and the right to grant rights of use to third parties. The supplier/service provider must obtain a corresponding right of use from its subcontractors. Any fee in respect of granting such right of use is included in the agreed price.
- 10.4 The limitation period for claims to which Nagel is entitled against the

supplier/service provider arising from an infringement of property rights is 48 months from delivery or performance or acceptance, if such is agreed or provided for by law.

### Section 11 Retention of title and provision of materials

- 11.1 Nagel rejects supplier/service providers' retention of title regulations and declarations that extend beyond simple retention of title, in particular extended or prolonged retention of title.
- 11.2 Materials provided by Nagel to the supplier/service provider remain Nagel's property, as do tools, drawings or other documents provided to the supplier/service provider in connection with the conclusion or fulfilment of the contract. Tools provided to the supplier/service provider may only be used for the production of goods or services to be manufactured for Nagel.

### Section 12 Contract duration and contract termination

- 12.1 If no specific term has been agreed for a continuing obligation, this shall be deemed to have been agreed for an indefinite period. It can be cancelled by either party at any time subject to a notice period of 3 months to the end of the month.

- 12.2 The right of extraordinary termination without notice for good cause shall remain unaffected.

Nagel considers good cause to be, in particular:

- Where the supplier/service provider is in serious breach of its contractual obligations and does not remedy the breach within a reasonable period after having been given a written warning.
- Where Nagel has no further use for the services of the supplier/service provider due to site closures.
- Where criminal offences have been committed by the supplier/service provider (in particular theft of goods/embezzlement).
- Where there have been repeated, significant quality deficiencies in the services of the supplier/service provider.
- Where there have been violations by the supplier/service provider of the Minimum Wage Act (MiLoG).
- Where the supplier/service provider has made agreements with third parties restricting competition at the expense of Nagel.

The supplier/service provider shall only be entitled to remuneration for deliveries/services that are economically usable for Nagel. Nagel reserves the right to assert claims for damages.

- 12.3 Any termination must be in writing.

### Section 13 Liquidated sum for agreements restricting competition

If the supplier/service provider has carried out an unlawful restriction of competition within the meaning of the antitrust regulations with regard to the contractual services, whether by agreement with third parties or in any other way, and if this has been legally determined by the competent antitrust authority, Nagel shall be entitled to liquidated damages against the supplier/service provider in the amount of 10% of the net order value of the services affected by the antitrust infringement. The supplier/service provider shall be entitled to prove that less or no damage has occurred. Conversely, Nagel shall be entitled to claim additional damages if it can establish that a higher loss has been incurred.

### Section 14 Confidentiality and data protection

- 14.1 The supplier/service provider undertakes to treat all information made available to it – whether in writing, verbally, by inspection or obtained in any other way – as strictly confidential and not to exploit it for its own or third-party purposes, unless it is generally known or made publicly accessible by Nagel. The same applies to the vicarious agents employed by the supplier/service provider. If the involvement of other persons/consultants ("authorised third parties") is expedient or necessary, the supplier/service provider shall oblige them to comply with the content of this Agreement, unless such persons are already bound under professional confidentiality. Furthermore, the supplier/service provider may only disclose or pass on confidential information to third parties with Nagel's express written consent.
- 14.2 The supplier/service provider may not refer to the business relationship in advertising material, brochures, reference lists, etc. without Nagel's prior written consent.
- 14.3 The supplier/service provider undertakes to comply with the applicable data protection regulations and to treat as confidential all personal data of which it becomes aware from and in connection with the processing of Nagel's orders, and to place a similar obligation on its employees who come into contact with this data accordingly.

### Section 15 Assignment

The supplier/service provider may not assign their claims arising from contractual relationships with Nagel to third parties. This does not apply to monetary claims.

### Section 16 Written form

Variances from the provisions listed in these GPC, other changes or additions to the quote or the order by Nagel shall not be effective unless confirmed in writing by Nagel. This includes waiver of the written form requirement.

### Section 17 Code of Conduct

Nagel-Group expects fair and ethical behaviour from its suppliers/service providers (and sub-suppliers) that complies with the legal principles of the Supply Chain Duty of Care Act (LkSG), which came into force on 1 January 2023. For this reason, requirements in our supply chain must be complied with and human rights and environmental measures must be taken.

The supplier/service provider undertakes to comply with the provisions of Nagel-Group's Code of Conduct for Suppliers. The Code of Conduct is available on the following website:

[Nagel-Group procurement](#)

### Section 18 Final clauses

- 18.1 The place of fulfilment for both parties is the place of receipt designated by Nagel. The exclusive place of jurisdiction for all legal disputes arising directly or indirectly from contractual relationships based on these GPC is Bielefeld.
- 18.2 The law of the Federal Republic of Germany shall apply exclusively; the Convention on Contracts for the International Sale of Goods (CISG) are excluded.
- 18.3 If any provision of these GPC becomes wholly or partially invalid, this shall not affect the validity of the remaining provisions.