SIEMAG TECBERG

GENERAL TERMS AND CONDITIONS OF PURCHASE (GTCP) – AS AT: 09/2026

1. Conclusion of contract

1.1 These General Terms and Conditions of Purchase apply to all our orders, regardless of whether they are individual orders or are placed on the basis of framework agreements.

1.2 Orders and agreements are only binding if we have issued or confirmed them in writing. The acceptance of orders must be confirmed to us in writing immediately after receipt. These Terms and Conditions of Purchase apply to the exclusion of the contractor's terms and conditions of sale and delivery – even if the contractor should refer to its terms and conditions of business in order confirmations or on delivery notes or invoices – unless we expressly consent to their application in writing.

1.3 If prices are not agreed in advance in exceptional cases, they shall be stated in the order confirmation with binding effect. We reserve our right of objection and rescission.

1.4 The submission of offers is always free of charge. No remuneration will be granted for any visits, drawing up of plans and such like unless any agreements to the contrary have been concluded beforehand.

1.5 Unless otherwise agreed, the contractor shall be obliged to supply us with spare parts at competitive prices for the products delivered to us for a period of ten years after delivery.

1.6 If the contractor intends to cease production of spare parts for the products supplied to us, it shall notify us without undue delay after taking the decision regarding cessation. This decision must be made at least six months before production ceases.

2. Prices

2.1 The agreed prices are fixed prices and are to be interpreted – plus the currently valid rate of VAT – free at place of use including packaging and freight costs.
If a price is agreed "ex works" or "ex warehouse", we only accept the most favourable freight costs. The contractor shall bear all costs incurred until handover to the freight forwarder, including loading and excluding carriage.

2.2 The agreement concerning the place of performance shall not be affected by the nature of pricing.
We reserve the right to accept over or short deliveries.

3. Statutory provisions: trade terms

3.1 Insofar as these General Terms and Conditions of Purchase do not exhaustively govern the legal relationship between the parties, the statutory provisions shall apply.

3.2 The version of the INCOTERMS valid at the time the contract is concluded shall apply to the interpretation of trade terms used in the contract.

4. Environmental and accident protection provisions

The Contractor shall be obliged to take all necessary precautions for the protection of the environment and against accidents as far as the delivery item is concerned and to take all official and legal requirements into account. We shall be entitled to demand a certificate from the competent professional association stating that all accident prevention regulations have been met.

5. Information relating to the delivery item

5.1 The delivery item must be suitable for the intended application and comply with the state-of-the-art at the time of delivery.

5.2 If the contractor determines that the customer's description of service – a concept, other tasks, or specifications – cannot be objectively satisfied, or is erroneous or unclear, then the contractor must communicate this in writing to the customer without delay providing technical reasons to support this determination.

5.3 The supplier shall make sure that it is aware of all data and circumstances that are relevant for fulfilling its contractual duties and that it is also familiar with our intended use of its delivery/service well in advance. The contractor can only assert the absence of necessary documents where it has demanded the documents in good time and has not received them within a reasonable time.

5.4 The contractor shall set up and maintain a documented quality assurance system of a suitable nature and scope that meets the latest state of technology. It shall create records, especially concerning its quality inspections, and make them available to us upon request.

5.5 If standards exist in respect of the delivery item and/or its individual parts, the respective currently valid versions shall be observed in the following order of priority:

- SIEMAG TECBERG factory standards (TBN ...) and production specifications TBN 200, ISO, IEC, EN, DIN, VDE and technical specifications of other rule-setters
- other statutory and official regulations
- VBG accident prevention regulations

If deviations from a standard or from the specified order of priority are necessary in the individual case, the contractor must obtain our written consent. The warranty obligation of the contractor shall not be affected by our consent. The fundamental health and safety requirements for the design and construction of machines shall be met in accordance with the relevant EC Machinery Directives and other EU standards, in each case in their currently valid version, or their transposition into national law. Any and all documentation, declarations, tests and markings required thereunder are also included in the scope of delivery.

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6. Changes in performance

6.1 If we desire a change in the agreed upon service after the contract has been concluded, then the contractor shall be obliged take the desired change into account when performing its service, unless this cannot be reasonably expected from the contractor in terms of its operational performance and the contractor communicates this in writing immediately to the customer, at the latest within 5 working days after the change request has been received.

6.2 Within five working days after receipt of the change request the contractor shall also confirm in writing whether the change desired by the customer will have an effect on the agreed remuneration and execution deadline; should there be any effects, then these shall be described and justified.

7. Delivery deadlines and default

7.1 Partial deliveries and/or deliveries prior to the agreed date are subject to our prior consent. Extra costs incurred through any advance shipment or part-delivery such as freight etc. shall be borne by the Contractor unless these deliveries have expressly been desired by us and we have expressly declared our readiness to assume such costs.

7.2 The agreed delivery dates are binding. If the contractor realises that it cannot meet a deadline, then the contractor must inform us without delay and without being prompted to then enable other possible arrangements to be made.

7.3 If the contractor's performance is delayed, we shall be entitled, after expiration of a reasonable period of grace specified by us, to demand, at our discretion, subsequent delivery and compensation due to delivery not rendered or not rendered as owed or compensation in place of delivery and to withdraw from the contract. If the contractor is to blame for the delivery time being exceeded or improper performance, then it shall pay a contractual penalty if this has been stipulated in our order letter. Payment of the contractual penalty does not release the contractor from its obligation to fulfil the contract or to compensate the damage still to occur.

7.4 If our failure to accept delivery is due to force majeure, industrial action or other events beyond our control, we may demand delivery in whole or in part at a reasonable later date without the supplier being able to derive any claims against us from this.

7.5 If the contractor is in default with its delivery or service, we shall be entitled to assert a contractual penalty. This amounts to 0.3% per working day delay, but in total a maximum of 5% of the total net remuneration. We are entitled to assert this contractual penalty until the time of the final payment, even if we have not expressly reserved the right to do so when accepting the delayed delivery. The contract penalty shall be set off against the damages for delay to be paid by the contractor. This agreement pertaining to the contractual penalty or enforcement thereof shall not affect any legal claims to which we are entitled in the event of default.

8. Shipping

8.1 Unless agreed otherwise in individual contracts, the contractor shall bear the wage and material costs incurred for loading and shipping documents as well as for standard packing as per the pricing stated under item 2. The packaging should protect against damage, soiling and moisture during transportation and indoor storage.

8.2 The weights of goods assessed by the railway authorities shall be valid for the dispatch of goods. The specified weights shall be stated in the shipping documents for all consignments. In the case of delivery on call or interim storage at our request proper storage and insurance shall be provided. Invoice, delivery note and dispatch note shall be sent to us in due form.

8.3 The contractor shall be liable for the consequences resulting from any incorrect bill-of-freight declaration. The dispatch note shall be submitted immediately upon dispatch of each individual consignment. If the shipping documents fail to show the respective place of destination, department, order number, reference note or note of issue, all costs thereby incurred shall be borne by the contractor.

9. Rights in case of defects

9.1 The contractor guarantees that all deliveries/services will, in terms of their quality and durability, conform to the state of the art at the time of delivery, the applicable legal regulations and the rules and directives of authorities, employers' liability insurance associations and professional associations, in each case in their currently valid version, and – as far as submitted – to the specifications in our drawings and specifications. If deviations from these regulations are necessary in individual cases, the contractor must obtain our written consent for this. Its obligation to subsequent performance shall not be restricted by this consent.

9.2 The contractor shall be obliged to use environmentally friendly products and processes for its deliveries/services, also in case of sub-supplies or additional services by third parties, within the framework of the economic and technical possibilities. The contractor shall be liable for the environmental compatibility of the products supplied and packing materials and any consequential damage resulting from the infringement of its legal obligations of disposal. Upon our request, the contractor shall issue a certificate of quality for the goods supplied.

9.3 If the delivery/service is defective, the contractor shall remedy the defect without delay at its expense, including any incidental costs – also covering reassembling and assembling costs – at our discretion by either repair or replacement of the defective parts. In addition, we shall be entitled to any other remedies provided by law.

9.4 If the contractor fails to remedy a defect within a reasonable grace period set by us, we shall be entitled to take the necessary measures ourselves or have them taken by a third party at the risk and expense of the contractor without prejudice to the contractor's obligation of subsequent performance. In urgent cases we may, after consulting with the contractor, carry out rectification of the fault ourselves or have it rectified by a third party. In the interests of uninterrupted production, we shall be entitled to remedy minor defects without prior consultation with the contractor, and the costs shall be charged to the contractor without prejudice to the contractor's obligation of subsequent performance. The same shall apply if there is a danger of exorbitantly high levels of damage.

9.5 We are also entitled without restriction to our statutorily determined rights of recourse within a supplier chain as well as the claims for defects. In particular, we shall be entitled to demand exactly the type of subsequent performance from the contractor that we owe to our buyer in an individual case.

9.6 Before we recognise or satisfy a warranty claim asserted by our buyer, we shall be obliged to inform the contractor, provide a short statement of the facts and request written comments. If the statement is not made within an appropriate period and if no amicable solution is precipitated, the claim for defects effectively allowed by us is regarded as owing to the respective customer; in this case, the contractor is responsible for supplying counter evidence.

9.7 Our claims arising out of the recourse against suppliers apply even if the delivery item has been further processed by us or one of our customers, e.g. by being incorporated in another product, before being sold.

9.8 Unless agreed otherwise in individual contracts, warranty claims shall expire after five years in accordance with the statutory provisions in the case of an item used for a building according to its usual manner of application and, in all other cases, in three years after we have accepted the delivery item or transferred it to a third party named by us in the place of receipt and/or use that we have prescribed.

10. Product liability

10.1 The contractor shall indemnify and hold us harmless from and against any and all third-party claims arising from the extra-contractual product liability insofar as the damage has been caused by a fault of the contractual product supplied by the contractor.

10.2 The contractor shall bear all the costs and expenses, including the costs of any legal proceedings or recall action, in the specified cases. Otherwise the statutory provisions apply.

10.3 The contractor undertakes to maintain product liability insurance with a flat rate sum insured of 10 million euros per personal injury claim/property claim during the term of this contract, i.e. until the respective expiry of the warranty period.

11. Third-party industrial property rights

The contractor guarantees that the delivery and the use of the delivery item does not contravene the proprietary rights of third parties, in particular patents, design patents, intellectual property and competitive rights, and will indemnify and hold us harmless from and against any claims made by third parties.

12. Drawings, Construction Documents, Tools

12.1 Drawings and other documents, devices, models, tools and other means of production provided to the contractor shall remain our property. The title to tools and other manufacturing equipment paid for by us shall be assigned to us. The aforementioned items may without our written consent neither be scrapped nor made available to third parties, e. g. for the purpose of manufacture. They may not be used for other purposes, e.g. supply to third parties, than those agreed in the contract.

12.2 Furthermore, during the implementation of the contract they are to be carefully stored for us at the contractor’s expense. The care, maintenance and partial renewal of the above-mentioned items shall be governed by the agreements made in each case between the contractor and us. We reserve all the rights to drawings or products made according to our information as well as to procedures developed by us.

12.3 Drawings of the contractor for machine parts, etc. which are subject to wear, as well as general drawings and similar documents are to be placed at our disposal free of charge. For this reason, we have the right to use these drawings ourselves or by third parties we have engaged to produce spare parts, carry out modifications or similar. Claims from any breach of the contractor’s rights are excluded in any case.

13. Secrecy

The contractor shall be obliged to keep all information provided by us for the implementation of the order – as long as and insofar as it is demonstrably not public knowledge – and all commercial and technical documents strictly secret and treat them as commercial secrets. In particular, drawings, models, samples and tools may neither be published, reproduced, used for any purpose other than the purpose of the order nor made accessible to third parties without our written consent. The contractor shall be liable without limitation for damage resulting from a violation of this obligation.

14. Subcontractors

14.1 The contractor shall not be entitled to have work or services owed by it rendered by a third party (e.g. subcontractor, freelancers) without our prior written consent. In the event of the authorised engagement of such third parties they shall be obligated by the contractor in writing to maintain secrecy; upon request the contractor shall send us a copy of this confidentiality undertaking.

15. Minimum wage

15.1 The contractor shall be obliged to pay the employees deployed by it to render the services ordered in line with the underlying contract at least the minimum wage in accordance with the current version of German minimum wage legislation. We may demand written proof of payment of the minimum wage from the supplier at any time during the course of the ordered work or services; in this case the supplier is obliged to send the written proof to us without delay, but at the latest within three working days from receipt of the request.

15.2 The contractor shall indemnify and hold us harmless from and against any claims which are asserted in the event of a breach by the supplier or its subcontractor of a provision of the minimum wage legislation.

16. Assignment, Offset and Right of Retention

16.1 The assignment of claims against us is only permitted if we have given our written permission in advance. This also applies to silent assignments.
16.2 The contractor shall not be entitled to offset with alleged claims against our company without our prior consent, unless the claim is undisputed or has been finally established in law.
16.3 Rights of retention of the contractor on the grounds of claims other than those arising from the same contractual relationship are excluded.

17. Data protection

The contractor may only deploy persons to perform the contractual services who are under an obligation to maintain data confidentiality in accordance with the DSGVO in its currently valid version. It shall ensure that all the persons entrusted with processing or performing the contract by it comply with the provisions of the DSGVO. The contractor shall guarantee the necessary data back-up measures under the DSGVO and shall provide the client, at its request, with the necessary information and proof pursuant to the DSGVO.

18. Place of performance, place of jurisdiction, applicable law

18.1 The place of performance for delivery shall be the place we have specified as being the place of receipt. The place of performance for payment is the ordering works stated in each case in the order letter.
18.2 The exclusive place of jurisdiction for deliveries and payments is Dillenburg.
18.3 The law of the Federal Republic of Germany applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

19. Payment, Invoicing

19.1 Provided no contrary terms of payment have been agreed with the contractor, we are entitled to pay either within two weeks after delivery and receipt of the invoice with a three percent discount or within four weeks without discount. The contractor is obliged to include a copy of the exemption certificate with every invoice covering construction work. Should this exemption certificate not be included, we shall deduct a tax amount from the respective gross invoice amount at the rate of value added tax applicable at the time of invoicing.
19.2 Default of payment shall commence after the due date and a reminder. The amount of interest on arrears shall be determined exclusively according to the legal interest rate applicable to commercial transactions.
19.3 Invoices can only be processed, if they contain – in accordance with the specifications of our order – the order number shown on our order form; the contractor is responsible for any consequences resulting from the non-compliance with this obligation unless it is able to prove that it is not responsible for these consequences.

20. Retention of title

20.1 Reservations of title of the contractor shall apply only if they relate to our payment obligation for the respective products to which the supplier reserves ownership. In particular, extended or lengthened reservations of title are not permitted.
20.2 Processing, blending or combination by the contractor of items provided by us shall be carried out for us. If third parties retain (partial) ownership rights pursuant to processing, blending or combination with third-party goods, then we shall acquire joint title to the new item in proportion to the value of the supplied item compared with the other goods.

21. Statutes of limitation

Claims against us by virtue of or in conjunction with the order shall become barred after expiry of two years after the date of receipt of the supply and the invoice.