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|  | <b>FORM</b>  | Document No.:<br><b>FB-SCM-07</b> |
|   | <b>GENERAL CONDITIONS OF PURCHASE<br/>AND DELIVERY</b> | Revision: <b>01</b>               |
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# General Conditions of Purchase and Delivery

## I. General

The following terms and conditions shall apply exclusively to our orders unless otherwise agreed in writing with our Purchasing Department or the management team. Persons otherwise acting on our behalf are not authorized to reach agreements that differ from these General Conditions of Purchase and Delivery. In principle, we do not recognize other terms and conditions of sale or acknowledgements; Our General Conditions of Purchase and Delivery take precedence over other terms and conditions of sale or acknowledgements.

## II. Orders, Prices and Payment

1. Orders shall only be effective in text form.
2. The price specified in our order shall be binding. Any amendments to orders shall require our written consent.
3. Payment shall be made in accordance with the agreed terms of payment and cash discount.
4. The Contractor shall only be able to cede claims against us with our express written permission.
5. Payment shall be made by a payment method of our choice.
6. Payment of the agreed purchase price shall not, however, constitute an acknowledgement that a delivery is not defective, within the meaning of the terms and conditions specified in Section III.3.
7. When notification of defects is given within the meaning of Section IV, we shall be entitled to defer payment of the invoice for the relevant amount until the matter has been clarified in full and shall be entitled to a cash discount following the necessary clarification period.
8. At our request, the Contractor shall secure payments to be made by us using a directly enforceable bank guarantee.

## III. Delivery Deadlines, Delayed Delivery, Force Majeure

1. The delivery deadlines agreed shall be binding. In order to meet the delivery deadline or lead time, it is important that the goods are received at the receiving center or location specified by us or that the goods are successfully accepted on time.
2. In the event that the Contractor realizes that it is unable to meet an agreed deadline for whatever reason, it must inform us of this in text form without delay, stating the reasons for this and the likely duration of the delay. In addition, the Contractor must send us an updated order confirmation.
3. In the event that the Contractor fails to deliver goods on time, we shall be entitled to statutory recourse. In the event that the Contractor repeatedly fails to deliver goods on time, despite being issued with reminders, we shall be entitled to apply a contractual penalty of 1% of the order value per calendar week or part thereof that the delivery is delayed, up to a maximum of 20% of the order value. This shall not affect further compensation claims.
4. Once an appropriate deadline set by us has expired without success, we shall be entitled to choose whether to request compensation in place of the service or to employ a third party instead or to cancel the contract. Our entitlement to the delivery/service shall be relinquished as soon as we submit a written request for compensation in place of the service or cancel the contract.
5. The Contractor shall only be able to allege that we failed to supply necessary documents if it has sent a written reminder regarding the documents and has not received them within an appropriate period of time.
6. Force majeure and labor disputes shall release the Contractor from its service obligations for the duration of the disruption and to the extent that the Contractor's work is affected. The Contractor shall be obliged to inform us of such circumstances without delay, as far as is reasonable, and to adapt his obligations in good faith to the change in circumstances.

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7. We shall be partially or fully released from our obligation to accept the delivery/service that was ordered, to the extent that we shall be entitled to cancel the contract in the event that we no longer require the delivery/service, as a result of the delay caused by force majeure or labor disputes, whilst taking account of financial considerations.
8. In the event that goods are delivered earlier than agreed, i.e. deliveries more than 4 weeks before the agreed delivery deadline, we reserve the right to send them back to the Contractor at its own expense. In the event that goods are delivered earlier than agreed and are not sent back, we shall store them until the delivery deadline at the Contractor's own risk and expense.
9. In the event of early delivery, we reserve the right to defer payment until the agreed due date and deduct the agreed cash discount.
10. We shall only accept partial deliveries if these have been expressly agreed in advance. In the case of partial deliveries that have been agreed, the outstanding goods should be listed.

#### **IV. Liability for Defects, Product Liability**

1. The Contractor shall ensure that all deliveries/services comply with the latest state of the art, the relevant legal requirements and regulations and guidelines stipulated by authorities, professional associations and trade associations, which apply in the country where the goods are manufactured and in Germany. In the event that it is necessary to deviate from these regulations in individual cases, the Contractor must expressly inform us of this and must also obtain our written consent. This consent shall not limit the Contractor's liability for defects. In the event that the Contractor has concerns about the way in which we wish deliveries/services to be executed, it should inform us of these concerns in writing without delay. The Contractor should indicate any improvements to us and ways in which the deliveries/services can be technically optimized.
2. The Contractor shall undertake to use environmentally friendly products and processes in its deliveries/services and work subcontracted to third parties or ancillary services provided by third parties, as far as this is financially and technically feasible. The Contractor shall be liable for ensuring that the products and packaging materials supplied are environmentally friendly. It shall also be liable for all subsequent damage caused by it acting in breach of its legal disposal obligations. The Contractor shall be obliged to hand over the respective safety information sheets that are relevant to its delivery with the delivery. The Contractor shall release us from all compensation claims made by third parties in the event that it fails to supply us with the safety information sheets or fails to supply them in full, supplies safety information sheets that are out of date or fails to supply them on time and this results in damage. This shall also apply to all subsequent applications.
3. We shall undertake to inform the Contractor in writing and without delay of any obvious defects in the delivery/service within the usual course of business as soon as the details of these have been established. We shall immediately inform the Contractor of any hidden defects as soon as we become aware of them.
4. Upon request, the Contractor shall be obliged to eliminate any defects in the delivery/service that were notified during the period of limitation, including failure to meet guaranteed deadlines and the provision of deliveries/services that were lacking in features that were promised, without delay and free of charge, including all additional costs incurred. We shall decide whether this shall be done either by way of rectification of defects or by way of redelivery. Once an appropriate deadline for rectification of defects or redelivery that was set by us has expired without success, we shall also be legally entitled to cancel the contract, to apply a discount and to seek compensation.
5. In the event that the Contractor deliberately fails to fulfil its obligations as regards liability for defects within an appropriate deadline set by us, we shall be entitled to carry out the necessary work ourselves or to employ third parties to carry out the work, at the Contractor's own risk and expense. It shall be permissible for us to eliminate minor defects ourselves without prior agreement, whilst fulfilling our duty to avert, minimize or mitigate loss. This shall not limit the Contractor's obligations as regards liability for defects. We shall then be able to invoice the Contractor for the necessary costs. The same shall apply in the event that there is a possibility of unusually large losses.
6. In the case of continuous deliveries, we shall be able to cancel the entire order in the event that at least two deliveries in succession are wholly or partially defective despite a complaint being made and corrective measures being taken.

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7. In the event that a claim is made against us due to a breach of official safety regulations or in accordance with national or foreign product liability regulations or laws due to a defect in our product, which can be traced back to goods supplied by the Contractor, we shall be entitled to request compensation from the Contractor, provided that this defect is caused by products supplied by the Contractor.
8. Moreover, the Contractor shall take out sufficient insurance to cover it for all risks relating to product liability, including the risk of products being recalled. Upon request, the Contractor shall provide us with the insurance policy.

## V. Warranty Period, Material Supplies

1. The warranty period shall be 36 months unless otherwise expressly agreed. The warranty period shall commence once the delivery item is handed over to us or to the third party specified by us at the stipulated receiving center or location. In the case of devices, machinery and equipment, the warranty period shall commence on the date the delivery is accepted, which shall be specified in our written acceptance certificate. In the event that the acceptance of the delivery is delayed through no fault of the Contractor, the warranty period shall commence once the delivery item is made available for acceptance. In the case of replacement parts, the warranty period shall commence once the parts are installed/put into operation, and shall end 48 months after they have been supplied, at the latest. The warranty period for building structures shall depend on the statutory regulations.
2. For delivery items that could not continue to be used whilst a defect was being investigated and/or rectified, a current warranty period shall be extended by the length of time that operation was interrupted. For parts that have been repaired or re-delivered, the warranty period shall recommence once any defects have been rectified or upon acceptance, if an acceptance date has been agreed. The Contractor shall request acceptance from us in writing, if appropriate. Any periods of downtime that are due to defects in the delivery/service shall be added on to the warranty period.
3. The Contractor shall carry out a state-of-the-art quality assurance procedure, which is suitable in nature and scope, and should provide us with evidence of this upon request. The Contractor shall conclude a corresponding quality assurance agreement with us if we deem this to be necessary.
4. The Contractor hereby agrees to our company and/or our customers carrying out quality audits (once an appointment has been arranged by prior agreement and information has been provided in advance).
5. Material supplies shall remain the property of our company and should be stored separately by the Contractor and used exclusively for our order. The Contractor shall be held liable for damage to or loss of material supplies. The Contractor shall insure all of the parts provided against fire damage. Material shall be processed and used for and on our behalf. In all cases, we shall own the newly created items/products. In the case of the joint processing of third party material, we shall be joint owners of the material.
6. The Contractor shall notify Renfert of any significant amendments that may affect the quality of the products manufactured for Renfert and shall ask Renfert for approval prior to implementation of said amendment. Significant amendments include:
  - amendments to finished medical devices or raw materials and parts for medical devices
  - amendments to manufacturing or testing methods for medical devices or raw materials and parts therefor
  - amendments to coordinated test plans in the case of certified delivery
  - amendments to safety-relevant components, manufacturing and testing methods (e.g. products authorized by the DVGW)
  - amendments to critical parts from the critical part list of product trials (e.g. UL/CSA)
  - amendments to raw materials that fall under the regulation on hazardous substances, REACH regulation (incl. SVHCs and TSCA)
  - amendments to specifications for finished products (e.g. complete provision of finished products)
  - amendments to established specifications of parts and raw materials (e.g. from orders and drawings)
  - amendments to approved tools (e.g. injection molding)

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In addition, the Contractor must notify Renfert if:

- its ability to supply is impaired (provision of e.g. raw materials is no longer guaranteed)
- components that are used are being discontinued (e.g. electronic components)
- product authorizations are expiring (e.g. UL/CSA-tested power supply units)
- manufacturing sites and testing methods are being changed

The Contractor shall also notify Renfert at short notice if it becomes aware that any components that are used are being discontinued.

## VI. Place of Performance

1. The place of performance for deliveries and services shall be the reception point specified by us.
2. The place of performance for payment shall be the Contractor's registered offices.

## VII. Other Arrangements

1. The Contractor shall ensure that the goods supplied by it and their further supply, processing or use by our company do not infringe the intellectual property rights held by third parties, in particular utility models and patents or know-how of third parties known to the Contractor (collectively "Intellectual Property Rights Held By Third Parties").
2. The Contractor shall release us and our customers from claims made by third parties as a result of any infringement of their intellectual property rights and shall bear all of the costs that we incur as a result of this.
3. In the case of conflicting intellectual property rights held by third parties, the Contractor shall undertake to obtain the permission or approval of the holder of the rights in order that we may also distribute, process and use the materials. This shall be done at the Contractor's own expense.
4. All information, drawings, objects, samples, plans, models, tools, technical instructions, drafts and the like, with which the Contractor has been provided for the purposes of producing the goods, or drawings prepared by the Contractor from the information with which we have provided it, shall remain the property of our company and must not be used for any other purpose, copied or made available to third parties. The Contractor shall return the abovementioned documents to us, without being requested to do so, once our enquiries have been dealt with and our orders completed.
5. The place of jurisdiction shall be Singen (Hohentwiel) for all rights and obligations, including those arising from payment by banker's draft or cheque. It is agreed that all transactions shall be subject to German law.
6. In the event that individual parts of these general conditions of purchase should cease to be legally valid as a result of legislation or individual contracts, this shall not affect the validity of the remaining provisions.

## VIII. Amendments

We reserve the right to amend these General Conditions of Purchase and Delivery. If such amendments should affect existing orders, the amendments shall only be made where there is no contractual provision or in the event of disruption of the equivalence ratio. In such a case, we shall inform the Contractor of the amendments in text form. If the Contractor does not object to the amendments within four weeks of receipt of the notification where there is no contractual provision or in the event of disruption of the equivalence ratio, the amendments shall be deemed to have been accepted by the Contractor. The Contractor shall be informed separately of the right to object and the legal consequences of remaining silent in the event of amendments to the General Conditions of Purchase and Delivery in the context of existing orders.

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## IX. Information on Delivery, Invoicing and Shipment

The **order number and order reference** should be quoted in order confirmations, delivery notes, invoices and all correspondence.

**Order confirmation:**

Per email only to: [Einkauf-AB@renfert.de](mailto:Einkauf-AB@renfert.de)

**Delivery notes:** x1 with the goods dispatched, stating the Client's order number and order reference.

**Invoices:** Only as a PDF per email to: [invoice@renfert.de](mailto:invoice@renfert.de), one PDF per invoice, stating the Client's order number and order reference and the Contractor's delivery note number.

**Product packaging:** Must comply with all EU directives and be labeled accordingly including environmental labeling as per Decision 97/129/EC (e.g., 40 FE, 20 PAP, LDPE 4)

**Shipment:** According to the agreed conditions of delivery to the agreed place of delivery **in accordance with Incoterms 2020. The Contractor shall be responsible** for ensuring that the goods to be transported are sufficiently protected. The transportation route to the specified reception point that is the cheapest for us (including all additional costs) and the **most cost-effective packaging** should be chosen.

We only accept EURO format 120x80x110cm pallets for pallet deliveries; Deviations in height or overhanging loads in length or width must be coordinated before delivery.

The Contractor must employ the hauler specified by us according to the routing order for all deliveries made from the plant.

**Goods deliveries:** Monday - Thursday 7.30 – 16.00  
Friday 7.30 – 15.00 only

**Valid from: 01/2023**