
General Terms and Conditions of Purchase

of the company Nexopart GmbH & Co. KG
Ennigerloher Straße 64, 59302 OELDE
valid from 01.05.2025



1. General Terms and Scope of Application

- 1.1 Unless otherwise agreed in writing, the following Terms and Conditions of Purchase shall apply exclusively to our orders. This also applies if we have not expressly objected to the Supplier's terms and conditions of sale.
- 1.2 By accepting our orders, the Supplier warrants that it will comply with all relevant and applicable local, national, and international ordinances, laws, decrees, and regulations.
- 1.3 In order to comply with export control regulations, the Supplier must provide us with information as to whether the products to be supplied are listed in any export or country embargo lists. If this is the case, the relevant references in the applicable regulations, including details of the technical parameters of the products, must be specified.
- 1.4 These General Terms and Conditions of Purchase shall apply exclusively to entrepreneurs, legal entities under public law, or special funds under public law as defined in Section 310 (1) of the German Civil Code (BGB).

2. Orders

- 2.1 Orders, agreements, or any other declarations are only binding if made or confirmed by us in writing. The order placed by us shall be decisive for the formation of the contract, irrespective of the Supplier's offer.
- 2.2 We may request changes to the design and execution of the delivery item within reasonable limits. Any resulting effects, particularly concerning possible cost changes and delivery dates, shall be mutually agreed upon.
- 2.3 Verbal collateral agreements shall only be binding on us if we have expressly confirmed them in at least text form.
- 2.4 Orders shall be placed on the express condition that the Supplier does not promise or grant any benefits to our employees, workers, or third parties in connection with the placement of the order.
- 2.5 If the Supplier does not accept our order within five (5) working days of receipt, we are entitled to cancel the order. The Supplier's order confirmation must specify the price, any applicable discount, the binding delivery date, and all relevant order numbers and references. Any deviations from the order must be acknowledged by us in text form; otherwise, they shall not be binding and will be treated as a new offer.

3. Prices, Terms of Payment

- 3.1 The prices stated in our order are fixed prices and are exclusive of VAT. The prices include all expenses associated with the execution of the order and cover everything the Supplier must do to fulfil its obligation at the agreed place of performance.
- 3.2 Unless otherwise specified in our order, our prices are DAP (Incoterms 2020) to the specified delivery address, including documentation and packaging.
- 3.3 Payment of your invoice shall be made within fourteen (14) days with a 2% discount or within thirty (30) days net, unless different payment terms are specified in our order. The payment period shall commence on the date of invoicing or the date of delivery, whichever is later.
- 3.4 Invoices must be issued immediately upon delivery and sent as a PDF attachment via e-mail to the following address: invoicecontrol@nexopart.com. Invoices must reference the order number stated in our order, if any. Furthermore, an invoice shall only be considered proper if it contains the information required under Section 14 (4) of the German Value Added Tax Act (e.g., LZP); otherwise, it shall not trigger the due date for payment. For collective invoices, all orders must be listed separately, if any.
- 3.5 Without our prior written consent, which may not be unreasonably withheld, the Supplier is not entitled to assign its claims against us or to have them collected by third parties.
- 3.6 If we make down payments or advance payments, we shall be entitled to request an appropriate guarantee.

4. Delivery Time, Delivery Conditions

- 4.1 The delivery time specified in our order is binding. The Supplier is obliged to inform us immediately in text form if circumstances arise or become apparent to it that may result in the agreed delivery time not being met.
- 4.2 In the event of a delay in delivery, we shall be entitled to the statutory claims and rights. In particular, we are entitled to claim damages in lieu of performance after the unsuccessful expiry of a reasonable grace period.
- 4.3 If a contractual penalty has been agreed upon and becomes due in the event of a delayed delivery, we may assert this penalty until the final payment, notwithstanding Section 341 (3) of the German Civil Code (BGB).
- 4.4 Early and/or partial deliveries and services require our prior consent.

5. Dispatch, Packaging, Transfer of Risk

- 5.1 The consignment must be accompanied by a delivery note specifying the quantity, dimensions, and net unit weight.
- 5.2 The Supplier is responsible for proper and appropriate packaging and loading. Unless otherwise agreed, packaging material shall remain the property of the Supplier. The proper disposal of packaging material shall be the responsibility of the Supplier and shall be carried out at its expense.
- 5.3 The transfer of risk shall take place in accordance with the provisions defined in INCOTERMS 2020. If an acceptance is required, such acceptance shall be decisive for the transfer of risk.

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6. Retention of Title

The delivered goods shall become our unrestricted property at the latest upon payment of the invoice. Any extended or expanded retention of title by the Supplier or third parties shall not be recognised.

7. Obligation to Give Notice of Defects / Notice of Defects

7.1 The Supplier waives the defence of late notification of defects (§ 377 HGB) if our notice of defects is received by the Supplier within five (5) working days from acceptance of the delivery at the place of use — regarding obvious defects, and regarding hidden defects within five (5) working days from their discovery.

7.2 If an acceptance procedure has been agreed upon, there shall be no obligation to inspect. Otherwise, the obligation to inspect shall depend on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case.

7.3 The limitation period shall be suspended upon submission of the notice of defects.

8. Liability for Defects

8.1 The goods must comply with the agreed specifications, statutory provisions, relevant administrative regulations, the latest state of the art, applicable DIN standards, and relevant accident prevention regulations.

8.2 In the event of material defects or defects of title in the deliveries or services, we shall be entitled to the statutory warranty claims without restriction. However, unless otherwise agreed between the parties, the warranty period shall be thirty (30) months from the transfer of risk. Longer statutory limitation periods shall remain unaffected, as shall any further provisions regarding suspension, interruption, or recommencement of limitation periods.

8.3 Notwithstanding § 442 (1) sentence 2 of the German Civil Code (BGB), we shall retain full claims for defects even if we were unaware of the defect at the time of contract conclusion due to gross negligence.

8.4 The Supplier shall promptly and free of charge remedy any reported defects in the delivery or service, including all ancillary costs, at our discretion, either by repairing or replacing the defective parts. We reserve the right to demand the delivery of a new, defect-free item or the manufacture of a defect-free work. Defect rectification, replacement delivery, or new production must be carried out without delay. For parts repaired or replaced within the warranty period, a new warranty period shall commence from the date of successful subsequent performance.

8.5 If the Supplier fails to fulfil its obligation of subsequent performance within a reasonable period, we may, even in the case of purchase agreements, after the unsuccessful expiration of the deadline for subsequent performance, take the necessary measures ourselves or have them carried out by third parties at the Supplier's expense and risk.

8.6 In urgent cases where operational safety is at risk or the occurrence of disproportionately high damage is imminent, we may, after prior consultation with the Supplier, remedy the defect ourselves or have it remedied by a third party.

8.7 Furthermore, in the event of a material defect or defect of title, we shall be entitled, in accordance with statutory provisions, to reduce the purchase price or withdraw from the contract. Additionally, we shall be entitled to claim compensation for damages and reimbursement of expenses as provided by law.

8.8 Acceptance or approval of submitted drawings shall not constitute a waiver of defect claims.

9. Liability

9.1 The Supplier's liability shall be governed by the statutory provisions. We do not accept any exclusions or limitations of liability, regardless of their nature or content. This also applies to breaches of non-material contractual obligations, limitations of liability for specific types of damages or maximum amounts, and any reduction of statutory limitation periods.

9.2 The Supplier shall indemnify us against any claims arising from product or producer liability for defects in the goods, insofar as such defects are attributable to the Supplier's fault and the Supplier would otherwise be directly liable.

9. The Supplier is obligated to maintain business and product liability insurance at its own expense for the entire duration of the contract, with coverage amounts that are customary in the market and appropriate to the associated risks. Upon request, the Supplier must provide proof of such insurance.

10 Documentation and quality

10.1 The Supplier warrants that the delivery item complies with the relevant EU directives, in particular the EC Machinery Directive, the German Equipment Safety Act, and the Machinery Ordinance. If third parties assert claims against us due to the Supplier's non-compliance with these regulations, the Supplier shall indemnify us against all such claims.

10.2 The following applies to Suppliers within the European Community (EC): The Supplier shall confirm, by submitting a Supplier's declaration, that the goods are manufactured within the EC and comply with the applicable rules for "originating products" under preferential trade conditions. Production in other countries requires our express

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written consent and must be properly labelled in accordance with statutory regulations. The Supplier's declaration may be issued either as a long-term declaration for a maximum period of two years or as an individual declaration.

10.3 The Supplier shall only be entitled to payment of the invoice once all required documents, including the Supplier's declaration, have been duly submitted.

11 Duty of confidentiality, data protection

11.1 All drawings, as well as models and tools produced for us, shall remain or become our exclusive property. They shall be provided solely for the agreed purpose and may not be used for any other purpose. Neither copies nor any other reproductions may be made accessible to third parties.

11.2 Any reference to our business relationship for advertising purposes is prohibited without our prior written authorization.

11.3 The Supplier shall be liable to indemnify us for any damages resulting from a culpable breach of the foregoing obligations.

11.4 As part of the business relationship between us and the Supplier, personal data will be exchanged and processed as necessary. The General Data Protection Regulation (GDPR) and all other applicable data protection regulations shall be strictly observed.

12. Ownership of parts, models, tools

12.1 If we provide parts, models or tools to the Supplier, we shall remain the owner thereof.

12.2 The Supplier is obliged to use such parts, models, and tools exclusively for the manufacture of the goods ordered by us.

13. Industrial property rights of third parties

The Supplier warrants that the rights of third parties do not conflict with the intended use of the purchased goods, and in particular, that no industrial property rights of third parties are infringed. Should claims be brought against us due to a possible infringement of third-party rights, such as copyrights, patents, or other industrial property rights, the Supplier shall indemnify us against such claims and any related liabilities.

14 Miscellaneous

14.1 The Supplier shall comply with the Posted Workers Act (AEntG) and the Minimum Wage Act (MiLoG). In particular, the Supplier shall pay its employees the minimum wages mandated by these laws. Furthermore, the Supplier undertakes to impose these obligations on its subcontractors and to monitor their compliance. The Supplier shall indemnify us against all claims brought against us by third parties, particularly employees of the Supplier or any subcontractor, arising from alleged violations of the aforementioned laws by the Supplier or a subcontractor.

14.2 The Supplier undertakes to take all necessary measures to prevent corruption and bribery. In particular, the Supplier shall ensure—through appropriate organizational measures and training of its employees—that neither it nor its employees commit any criminal offenses in the context of our business relationship and that no benefits or other advantages are offered to our employees. The Supplier's obligations further extend to ensuring compliance with the provisions of our Code of Conduct, which can be viewed and downloaded under [About Us - NEXOPART](#).

14.3 A breach of this clause shall constitute a material breach of contract, entitling us to terminate the contract without notice.

15. Final provisions

15.1 Should any provision of these terms and conditions be or become invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a valid provision that most closely reflects the economic purpose of the invalid provision.

15.2 Münster shall be the competent jurisdiction for all legal disputes. However, we are entitled to choose the Supplier's jurisdiction.

15.3 The law of the Federal Republic of Germany shall apply to all legal relationships between us and the Supplier, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

15.4 Unless otherwise agreed in an order, the place of performance shall be the location to which the goods are delivered. In the case of work or services, the place of performance shall always be the location where the service is to be provided. The place of performance for our payments is our registered office.