 <b>CORDUS</b>	Anlage <b>CORDUS General Terms and Conditions of Purchase (GTCP)</b>	K3-AL 08 Seite 1 von 3 Rev.0
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**I. General conditions**

1. Unless otherwise agreed in writing, only the following General Terms and Conditions of Purchase shall apply for our orders; General Terms and Conditions of Sales and Delivery of the supplier are not binding on us, even if we have not expressly objected to them.
2. Our GTCP shall also apply to all future deliveries and services provided to us by the supplier.
3. The Incoterms<sup>®</sup> 2010, ICC shall apply.

**II. Conclusion of contract**

1. Orders and agreements are only binding if issued or confirmed by us in writing.
2. Order confirmations must show the precise description, price and delivery time.
3. We will define the contractual service to be provided with a description as precise as possible of the quality, dimensions etc. In the event that the supplier should be in any doubt regarding the details of the contractual service to be provided, he will immediately contact us. Deviations from our specifications are only permissible if they have been approved by us in writing.

**III. Delivery items**

1. The delivered item must – even if it is a custom-built product – be in line with the recognised rules of engineering and must conform to the Equipment Safety Act and meet all legal trade and professional association and other relevant safety and accident prevention regulations, environmental and occupational medicine regulations and provisions.
2. Orders relating to materials as well as parts and/or elements of machines and plants shall be executed in accordance with German Industrial Norms (DIN), unless otherwise agreed.


**IV. Delivery and payment**

1. Delivery shall be made free place of destination, duty paid (DDP), including packaging.
2. All invoices must indicate the order number, date of order, position number and part number, and VAT must be stated separately. We will also accept invoices to be send by email to invoice@cordus.de. In the event that any of the aforementioned details are missing, we shall not be liable for any non-compliance with the agreed terms of payment.
3. Unless otherwise stipulated or agreed between the parties, in consideration of the aforementioned requirements deliveries must be executed choosing the most economical manner (in particular transport route). Premiums for transport and breakage insurances shall only be charged to our account if this has been explicitly agreed.
4. We shall be entitled to exercise our right of retention or declare a set-off at any time.

**V. Dates and deadlines**

1. The supplier shall be obligated to immediately inform us in writing of any circumstances that may arise or that it becomes aware of which would result in the supplier not being able to meet the agreed delivery date as specified in the order.
2. In the event of a delay in delivery, we shall be entitled to our legal claims. In particular, we shall be entitled to, following ineffectual expiry of a reasonable extension of deadline, demand compensation for damages instead of services and rescission. If we claim compensation for damages, the supplier shall be entitled to provide evidence that he is not responsible for the breach of duty.

Erstellt/Datum	Geprüft/Datum	Freigabe/Datum
G. Schwiersch 01.06.2023	M. Blumenkamp 01.06.2023	S. Flucke 01.06.2023

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## **VI. Claims for defects**


1. We shall be entitled to assert legal claims for any defects relating to the contract performance within the legal limitation period and at our discretion.
2. In case of statutory obligations for inspection of the goods and reporting of defects in accordance with §377 HGB (German Commercial Code) we shall be obligated to examine the goods for any deviation in quality and quantity within a reasonable period of time; a complaint shall be deemed timely if received by the supplier within 5 working days, counted from the date of receipt of goods or, in case of hidden deviations, from their discovery.
3. In the event of repair or replacement the warranty period shall begin anew for the parts that have been repaired or replaced.
4. Our acceptance or approval of drawings submitted to us shall not constitute a waiver of warranty claims.
5. In the event of a return of defective goods the resulting costs shall be borne by the supplier.

## **VII. Rights of third parties**

The supplier represents and warrants that the use of the contractual object will not infringe any proprietary rights of third parties (e.g. patents, patent applications, registered designs, industrial designs, copyrights) nor prejudice the rights of third parties to the protection of their business and trade secrets.

## **VIII. Confidentiality and exclusive property**

1. The supplier shall have to treat as strictly confidential and not divulge to any third party all experiences, knowledge and documents relating to our company, of which he may gain knowledge in connection with the order. Drawings may not be reproduced or used in any other form without our permission. Production of any items according to our drawings that is performed outside a placed order shall not be permitted, including for the supplier's own purposes.
2. In case a supplier receives drawings or special technical instructions from us for the purpose of producing items, the title to such items including all used parts and materials shall transfer to us upon commencement of their production (or when placing the parts) and shall be kept by the supplier up to final delivery to us. Such items may not be made available to any third party without our prior written permission, nor may they be sold to any third party.
3. The supplier shall undertake to bind its employees and all other persons and companies that with the supplier's knowledge or in accordance with its intention fulfill obligations arising from the contractual relationship with Cordus to maintain confidentiality to the extent to which the supplier under this provisions is obliged to maintain confidentiality in respect to CORDUS.
4. In each case of a culpable breach of this obligation to maintain confidentiality, the supplier shall have to pay an adequate contractual penalty under exclusion of the continuation of the offence. Any violation caused by the supplier's employees and all other persons and companies (§ 278 German Civil Code BGB) that with the supplier's knowledge or in accordance with its intention fulfill obligations arising from the contractual relationship with CORDUS shall be attributed to the supplier in accordance with the statutory regulations and might, as the case may be, constitute an obligation to pay a contractual penalty. The amount of the contractual penalty shall be determined by CORDUS at its own discretion. When determining such penalty, it should be considered that the intent and purpose of the contractual penalty is to prevent the supplier from infringing its obligation to maintain confidentiality and in particular to make such infringement economically unattractive. Therefore, as a general rule a contractual penalty of approximately € 1 million for each case of infringement under the exclusion of a continuation of the offence can be assumed.
5. We shall recognize any possible simple reservation of title by the supplier. Any other form of retention of title (e.g. extended retention of title) shall not be accepted.

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#### **IX. Works at our premises**

If in the course of the execution process of the order employees or agents of a supplier should take up work at our company premises, the supplier shall have to oblige such persons to observe the legal trade and professional association - especially that of the chemical industry - regulations for safety and accident prevention, as well as the recognised regulations relating to safety and occupational medicine and health care and our general and special company directives - in particular the ban on smoking and alcohol. For works and assembling contracts our directives and rules shall have to be observed.

#### **X. Liability**

1. We shall be liable in accordance with the statutory provisions provided that claims for damages are based upon intent or gross negligence.

2. Liability arising from culpable injury to life, body or health shall not be affected; this shall also apply for the violation of cardinal obligations. Cardinal obligations shall mean such obligations the fulfillment of which make the proper performance of the contract possible and the observance of which the contractual partner regularly relies, and may rely, on.

#### **XI. Miscellaneous provisions**

1. Our company name may only be mentioned for promotional purposes in business letters, customer lists, promotional literature and any other publications with our prior written permission.

2. Rights and duties arising from the order as well as its execution are only transferable with our written approval, unless supply by a sub-supplier should be standard business practice.

#### 3. Data processing

For purposes connected to the fulfillment of the contract, personal data relating to the supplier's employees will be processed by CORDUS. The supplier shall obtain from all of its employees assigned to the performance of the contract their consent to the processing of any personal data by CORDUS and shall furnish proof to CORDUS that such consent has been given. If and when with the supplier's knowledge and/or intent any third party is employed to perform any of the supplier's obligations arising from the contract with CORDUS, the supplier must impose on any such third party the same obligations that itself is contractually bound towards CORDUS pursuant to the foregoing provision. The supplier shall also furnish corresponding proof to CORDUS that the employees of any such third party have given their consent to the processing of their personal data by CORDUS. CORDUS may waive the right to demand proof that employees of any third party have given their consent to the processing of their personal data by CORDUS. Any such waiver shall require the written form.

4. The place of performance for each contractual service shall be the place of destination specified by us. Place of payment and exclusive place of jurisdiction shall be Aschaffenburg.

5. German law shall apply exclusively. The "UN-Sales Convention" in its version of 11.04.1980 and the CISG shall not apply. If services/deliveries are obtained or purchased in Asia, Africa, Latin America or other emerging countries, the supplier shall ensure that the products have been manufactured or processed without any use of child labour as defined in the relevant ILO-Convention No. 182.

6. If any provision of these GTCP should be invalid, this shall not affect the validity of the terms as a whole. The remaining provisions shall remain in full force and effect.

#### **Please note:**

All written correspondence, dispatch notes and invoices must state the ORDER NUMBER. Immediately upon dispatch, a NOTICE OF DISPATCH in duplicate is to be sent, stating number of units and weight per item.

#### **All deliveries must be invoiced immediately on dispatch.**

Invoices which are not submitted in a proper manner will have to be returned by us. Payment reference date is the date of receipt of the correct invoice. For works contracts, in addition the special terms and conditions listed in the respective index of performance shall be decisive.