

## General Terms and Conditions of Purchase of KASTO Maschinenbau GmbH & Co. KG and General Terms and Conditions of Purchase of KEURO Besitz GmbH & Co. EDV – Dienstleistungs KG (valid from 2021/08/01)

### 1. Scope

- 1.1. All contracts, deliveries and other services are subject exclusively to these General Terms and Conditions of Purchase (GTCP), unless any express written agreement to the contrary has been concluded.
- 1.2. Other terms and conditions provided by the contractor do not constitute part of the contract, even if they do not contradict the provisions of these GTCPs, rather only supplement them.
- 1.3. These GTCPs are also binding for all future transactions with the contractor. In particular, the supplier shall comply without reservations with the German Minimum Wage Laws in conjunction with the provisions of the German Employee Posting Act (AEntG), the German Personnel Leasing Act (AÜG; also known as Manpower Provision Act) and all statutory instruments based on the above cited laws. Furthermore, the supplier shall comply without reservations with the generally binding labour agreement based on § 5 of the German Labour Agreement Act as defined by § 4 para. 1, clause 1 and §§ 5 and 6 para. 2 of the German Employee Posting Act (AEntG).

### 2. Placement and acceptance of an order

- 2.1. Orders and alterations and amendments to them are only valid if we issue them in writing.
- 2.2. The contractor is required to issue immediate confirmation of the receipt of an order, changes or an amendment to it. If we have not received correct confirmation within ten days - counted from the dispatch of the order, alteration or supplement, we are entitled to rescind the order without this constituting any basis for claims on the part of the contractor.

### 3. Content and scope of the contractor's performance obligation

- 3.1. The content and scope of the contractor's performance obligation results from the specifications and service specifications contained in the contract or, in the absence of such provisions, from the specifications made in the quotations and prospects of the contractor.
- 3.2. All deliveries are to conform to the specifications of current DIN standards and / or VDE standards as well as other standards common to the branch and must comply with the origin requirements stipulated in EU preference agreements unless subject to a contrary written arrangement.
- 3.3. If machines, apparatus, vehicles or similar are to be delivered, their dispatch must comply with the valid accident prevention regulations, TUV and other technical specifications as well as the EMC prescriptions. The protective devices specified in the prescriptions are to be included in the scope of delivery.
- 3.4. The objects of delivery are to be packaged according to commercial standards and (upon request), in any special manner required. The contractor is liable for any damage following from faulty or inadequate packaging. All current national and international prescriptions are to be observed during packaging, labelling and declarations.

### 4. Delivery time, acceptance, transfer of risk

- 4.1. Delivery dates, once agreed are binding. Compliance with the delivery date is taken as given after receipt of the delivery at our works or the place of delivery in accordance with the contract.
- 4.2. The delivery period will be extended by a suitable period upon the incidence of force majeure, industrial action, civil unrest and other unforeseeable and unavoidable and serious events for the duration of the interruption and in the extent of its impact. After the occurrence of such events, the contractor is obliged to provide immediate written notification of their incidence and probable duration, as soon as it becomes clear that the delivery time cannot be met. If the delay in the delivery following any of the events listed above renders the item unusable, we are entitled to withdraw from the contract.
- 4.3. In the case of a delay in delivery, we are entitled to require penalty payments of 1 % of the total contract value of the delivery per commenced week up to a maximum of 5 %. We reserve the right to enforce penalties within a respite of 10 working days after acceptance of the late delivery. We are also entitled to recourse to statutory claims. In particular, we are entitled to withdraw from the contract or demand compensation instead of delivery following the unsuccessful expiry of a reasonable respite. The penalty payment is to be deducted from the claims for damages.
- 4.4. Risk of damage or loss is transferred to us when the delivery has been handed over correctly at our works.
- 4.5. We refer to the 2010 version of the Incoterms.

### 5. Prices and payment, invoicing

- 5.1. The prices comprise delivery to our works, packaging, freight, transport, customs duties and insurance.
- 5.2. Payment shall be performed by bank transfer or cheque following both receipt of the goods in accordance with the contract and the presentation of a correct and auditable invoice within 14 days with 3% discount or after 60 days net unless a written agreement to the contrary has been concluded. Agreed payment periods shall not commence prior to the agreed delivery date.
- 5.3. Invoices shall be made separately for each order and in duplicate. They are to be dispatched after delivery. The order information contained in the order (order number and article number) is to be given in full.
- 5.4. In the event of faulty delivery or performance, we shall be entitled to withhold payment (proportionate to value) until supplementary performance has been duly effected.

### 6. Guarantee, warranty, property rights of third persons

- 6.1. The contractor guarantees that all deliveries and services conform to the latest state of technology, the relevant national and international statutory regulations and all official prescriptions and directives from professional organizations and trade associations.
- 6.2. We will duly notify the contractor in writing of any defects to the delivered goods or services as soon as they become apparent in the ordinary course of business, at the latest within ten working days of accepting the delivery. The contractor waives the claim of late notification of defects.
- 6.3. The contractor's warranty deeds are determined by statutory regulations. The period of limitation for claims for defects amounts to three years, calculated after the date of delivery.
- 6.4. Should the contractor fail to honour his obligation to supplementary performance or delivery within a reasonable period, we are entitled to perform the necessary measures ourselves at the expense and risk of the contractor, or commission a third party to carry out the same. In cases in which it is foreseeable that the contractor will be unable to perform especially urgent measures in time, no time period need be set. In such a case, the contractor is to be informed immediately of the intent to commission a third party to perform the supplementary performance. Any further warranty obligations on the part of the contractor remain unaffected by this provision.
- 6.5. The contractor guarantees that all deliveries / services do not infringe the intellectual property rights of third parties and in particular that patents, licenses or other property rights are not infringed by the supply and use of the delivered items. The contractor indemnifies us and our clients from third party claims arising from possible property right infringements. He is obliged to bear all costs that arise in this context.

### 7. Product liability

- 7.1. If the contractor is responsible for damage to a product, he is obliged to exempt us from claims to compensation for damages from third parties as far as the cause falls under their domain of authority and influence and reach of his organization and he is personally liable in relation to third parties.
- 7.2. In this respect, the contractor is also obliged to refund us all costs arising from or connected to any recall action which we are obliged to perform.
- 7.3. The contractor is obliged to purchase product liability insurance providing € 5 million of cover for each case of personal injury / material loss and to provide us with evidence of this cover on demand. If we are entitled to further damages, these remain unaffected.

GTC Purchase KASTO and KEURO (01.08.21)



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 Register court Mannheim, HRB 220012  
 Court of jurisdiction: Achern  
 President: Armin Stolzer | VAT number: DE141873973



#### **8. Models, drawings, manufacturing equipment, material sourcing**

- 8.1. All documents such as models, drawings, models or manufacturing equipment which we make available to the contractor remain our property. They shall be returned to us unrequested and free of charge as soon as they are no longer required to complete the order. The same applies to documentation or means of production that the contractor has produced or developed in accordance with our specifications, or with our participation.
- 8.2. The documents etc. outlined above may not be made available to third persons.
- 8.3. Materials supplied by us remain our property. They are to be stored separately, marked as our property and insured sufficiently against fire, water and theft at the contractor's cost. If the materials which we provide are processed or in any way combined to objects not belonging to us, then we shall acquire co-ownership of the new item created in proportion to the value of our materials to the other objects at the time of processing.
- 8.4. All tools and jigs which we provide or buy remain our property. The contractor is obliged to mark the tools and jigs with a KASTO nameplate and use them exclusively for production of the items ordered by us and to return them to us immediately upon request.

#### **9. Place of delivery, jurisdiction and applicable law**

- 9.1. The place of delivery is the location of our company.
- 9.2. The exclusive international and local place of jurisdiction is Karlsruhe / Germany.
- 9.3. 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).

#### **10. Miscellaneous**

- 10.1. In accordance with the §§ 26 and 34 of the Federal Data Protection Act, we make clear that we make use of an electronic data processing system. To this end, we have saved personal data (restricted to data necessary for conducting business) or have arranged for it to be saved by a third person.
- 10.2. The contractor commits himself to deal confidentially with all information arising from the collaboration covered by the scope of this agreement and use it solely for the purposes outlined in this agreement. Confidential information includes in particular all technical data, purchased quantities, prices and information regarding products and their development as well as all information regarding current and future research and development projects as well as company-related data. The contractor may only refer to its business relationship with us with our prior written consent.
- 10.3. The rights and/or obligations of the contractor may not be transferred or assigned without our prior written consent, we will not withhold without important cause.
- 10.4. The Contractor's legal rights to set-off or retention is excluded, except where the corresponding claim of the buyer has either been finally judicially determined or recognized by us.
- 10.5. If any individual clauses of these GTCPs are deemed to be ineffective or void become so, this fact has no effect on the validity of its remaining provisions.
- 10.6. These GTCPs apply exclusively to companies as defined by § 14 BGB.
- 10.7. We prefer energy-efficient products when purchasing and, when making offers for products from your company, we evaluate not only the acquisition costs but also the follow-up costs due to energy use and energy consumption in our company. In this context, we expect active support from our suppliers with regard to a possible optimisation of our energy use and at the same time hereby ask you to inform us whether your company has introduced an energy management system or intends to do so.

