



## General Terms of Purchase

### 1. Scope

1.1. The following general purchase conditions shall apply to all deliveries to us. The current version of these general purchase conditions is available at [www.cronimet.de](http://www.cronimet.de).

1.2. Any conditions deviating from, added to, or contrary to these general purchase conditions shall not form part of the Agreement, even if we are aware of them, unless we expressly consent to their applicability in writing.

1.3. To the extent that INCOTERMS clauses apply, they shall apply in their current version as amended from time to time (Incoterms® 2020 or their applicable version).

### 2. Orders and Agreement

2.1. Orders shall only be binding if placed by us in writing.

2.2. An Agreement shall only become effective if confirmed by us in writing. This shall also apply to all declarations and notifications made by the supplier after the conclusion of an agreement.

2.3. The preparation of orders shall be non-binding and not incur any costs to us.

### 3. Prices, Invoices and Payment

3.1. Unless otherwise agreed, the stated prices are principally fixed prices and based on FCA (Incoterms® 2020 or their applicable version).

3.2. All of the supplier's receivables shall only become payable upon the provision of an auditable invoice that meets our specifications and once supplier has fulfilled the entire order without any defects. The invoice must contain the order number, commission number, receiving entity, complete product text / item description, quantity and quantity units and the VAT ID number. If the delivery is exempt from taxes and customs duties, this shall be stated on the invoice.

3.3. If supplier has not agreed otherwise or offered more favourable conditions, payment shall be due within 30 days. Payment terms shall start on the date of the receipt of invoice, but not before the goods has been received.

3.4. If early delivery has been taken, the payment term is based on the agreed delivery date.

3.5. If it becomes necessary to return the goods due to poor quality, supplier shall refund any payments already made by us for the goods immediately plus interest due in the amount of 5 percentage points above the applicable base rate ('Refund'). We may retain all or part of the goods until a full Refund has been made.

### 4. Delivery Dates

4.1. Delivery dates are binding. If not agreed otherwise, delivery terms begin upon conclusion of the Agreement.

4.2. Supplier must inform us immediately in writing if it reasonably determines that the delivery date will be exceeded. Supplier must also inform us about the reason and the expected duration of the delay in delivery.

4.3. We are not obliged to accept partial delivery or delivery before the delivery date.

4.4. We are entitled to make a 'covering purchase' if deliveries are delayed and an extension of the delivery term has not been accepted in writing by us. A covering purchase is the purchase of similar goods with the same or similar technical specifications in the same volume of the undelivered or unusable goods at the market prices applicable at the time of the covering purchase.

### 5. Shipment

5.1. Unless otherwise agreed, supplier must hand over the goods to the freight carrier at the place indicated in the order/order confirmation.

5.2. Supplier undertakes to inform us on the date upon which the goods are shipped still by means of a dispatch advice including the details of our contract number, about the quantity and the exact designation of the goods and makes available in full all accompanying documents needed vis-à-vis public authorities, in particular customs documents.

5.3. An over-delivery or shortfall in delivery is not permitted without our written consent.

### 6. Assignment, Offsetting, Rescission

6.1. Supplier is not entitled to assign his/its contractual claims directed against us either in whole or in part to third parties without our written consent. Section 354a of the German Commercial Code (*Handelsgesetzbuch*) shall remain unaffected.

6.2. Supplier shall only be entitled to set off against our claims with claims which are undisputed or have been declared final and non-appealable by a court. We shall be entitled to set off all of our own receivables and the receivables of affiliated companies with the receivables of supplier and its affiliated companies.

6.3. If we have rescinded the Agreement for defects, supplier is obliged to immediately reimburse us for any payments we have already made under this Agreement including interest which supplier has or should have gathered from the payed sums. To the extent these payments are not made we shall be entitled to retain the goods until receipt of the repayment.

6.4. We are entitled to rescind the Agreement in case of i) a substantial deterioration of supplier's financial situation or ii) if such case impends or iii) if supplier's fulfilment of its contractual obligation is jeopardized.

### 7. Acceptance of Goods and Report of Defects, Warranty

7.1. The weight determined on a calibrated scale is decisive.

7.2. We are entitled to all statutory warranty remedies in case of any defects of the goods (including wrong and short delivery, inadequate installation, defective manuals for installation, use and maintenance (if any) as well as any other breach of duty by supplier to the extent this section 7 does not provide for otherwise).

7.3. We are entitled to assert warranty remedies without restrictions even if we have not become aware of the defect as a result of gross negligence upon conclusion of the Agreement.

7.4. Our statutory obligation to inspect the goods and notify defects shall be as follows: The inspection duty is limited to obvious defects that can be detected by visual inspection (including the delivery documents) and with spot checks (e.g. transport damage, wrong or incomplete deliveries). Apart from that, it depends on the circumstances of the individual case to what extent an inspection is practicable in the due course of business. Our statutory duty to notify any defects discovered later shall remain unaffected.

7.5. The costs incurred by supplier for the purpose of testing and remedying an alleged defect (including expenses in connection with dismantling and assembly) shall be borne by supplier even if it turns out that there was no defect. Our liability to pay

damages in case of unjustified warranty claims shall remain unaffected provided, however, that we shall only be liable if we were aware that there was no defect or failed to be aware of this due to gross negligence.

7.6. If supplier replaces or repairs the defective good or otherwise remedies the defect, the warranty period shall start anew for the replaced, repaired or remedied good, unless it was obvious from supplier's conduct that replacement, repair or remedy was a mere gesture of goodwill or it was otherwise apparent that supplier did this without acknowledging an obligation to do so.

7.7. The warranty period for defects is three years, insofar as statutory provisions do not provide for longer periods. Upon receipt of a written notification of a defect by the supplier, the statutory limitation period of our warranty claims is suspended until the supplier finally rejects the claims, notifies us that the defect has been remedied or refuses to continue the negotiations regarding our claims.

7.8. If action is taken against us under product liability based on domestic or foreign law, supplier shall indemnify us from all third party damage claims as far as it is responsible for the defect that triggered our liability. Supplier's obligation to indemnify us shall include the reimbursement of those expenses incurred by us from or in connection with a recall action conducted by us or our customers or other defect-removing or preventative measures taken at our or our customer's discretion.

### 8. Retention of title

8.1. We shall only recognize a simple retention of title by the supplier if the ownership of the goods is transferred to us upon payment and we may sell on and transfer the goods during proper operations. Special forms of retention of title, particularly extended and prolonged retention of title, current account retention and multiple reservation shall not be accepted. We shall not accept any adverse business terms of the supplier and we herewith explicitly reject any such terms. They shall not form part of the Agreement.

8.2. Due to the retention of title, the contracting party may only demand the release of the goods if it has first withdrawn from the Agreement.

### 9. Export controls, Compliance and Supplier Code of Conduct

9.1. Supplier shall be solely responsible to ensure, in particular, that the goods to be delivered by the supplier or parts thereof are not subject to national and/or international export restrictions. If the goods or parts thereof are subject to such export restrictions, supplier shall obtain the necessary global export licenses at its own cost.

9.2. Supplier shall inform us of any authorization requirements for the (re-) export of its goods pursuant to German, European and US export and customs regulations as well as the export and customs regulations of the country of origin of its goods in its business documentation.

9.3. Supplier shall comply with all applicable laws, regulations, rules and provisions during the manufacture and sale of the goods.

9.4. Supplier hereby declares that he has fully read and understood the rules and regulations contained in the Supplier Code of Conduct (available on the website [www.cronimet.de](http://www.cronimet.de)). Supplier undertakes to act responsibly and to comply with the principles/requirements of the Code of Conduct as well as to communicate the contents of this Code of Conduct to employees, agents and subcontractors in a manner understandable to them and to take all necessary precautions for the implementation of the requirements.

9.5. If there are reasonable grounds for suspecting a breach of the Supplier Code of Conduct, we may terminate the business relationship with the supplier with immediate effect on the basis of the existing contractual or statutory rights. In the event of a breach of the Code of Conduct, we reserve the right to take further legal action, in particular to claim damages.

### 10. Place of fulfilment and legal venue

10.1. The place of fulfilment of the delivery shall be the receiving entity specified by us.

10.2. In addition to these general purchase conditions and the individual agreements concluded within its scope, German law shall apply exclusive of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and international private law. The preconditions for and effectiveness of the retention of title are subject to the laws governing the respective places of goods storage insofar as they render the selection of German law impermissible or ineffective.

10.3. If supplier is a business person within the meaning of the German Commercial Code (*Handelsgesetzbuch; HGB*), a legal entity under public law or a special fund under public law, the exclusive (and international) legal venue for the adjudication of any disputes arising from the contractual relationship shall be the location of our registered office. However, we may also lodge a claim at the place of fulfilment of the delivery obligation.

10.4. If a provision of these general purchase conditions is or becomes ineffective, this shall not affect the effectiveness of the other provisions.



#### Data protection law information for business partners

Dear Sir/Madam,

We hereby inform you about the processing of your personal data by CRONIMET subsidiaries and your associated rights.

#### A. The party responsible for data processing

CRONIMET Raw Materials GmbH  
Südbeckenstraße 22  
76189 Karlsruhe, Germany  
+49 721 95 225-0

You can reach the data protection officer by post at the above address by stating "Data protection officer" or by email ([Datenschutz@cronimet.de](mailto:Datenschutz@cronimet.de)).

#### B. Data categories, purposes and legal basis of processing

We process your personal data which we receive from you within the scope of the business relationships. This is generally contact data (name, address, telephone number and email address) and, if required as part of the business transaction, bank and payment (transaction) data (bank, account details, reference, and credit card information if applicable), information from publicly available sources, information databases and credit check agencies (e.g. Internet, trade register, credit agencies) as well as other data, which you voluntarily provide us with within the scope of processing a project or a contractual relationship within the scope of contract negotiations. We process your personal data exclusively within the scope of the legal terms, particularly under consideration of the regulations of the General Data Protection Regulation ("GDPR") and the Federal Data Protection Act ("BDSG"). We process your personal data on the basis of the following described legal bases and for the purposes of

- ❖ contract negotiation, contract implementation and termination of the contractual relationship (Art. 6 sec. 1 b GDPR) e.g. fulfilment of a contract (e.g. delivery or performance of a service and payment transaction), general communication with business partners e.g. answering enquiries about products and services, contract negotiations etc.;
- ❖ based on consent given (Art. 6 sec. 1 a GDPR) e.g. despatch of newsletters or information correspondence, participation in marketing campaigns or surveys etc.;
- ❖ based on legal stipulations (Art. 6 sec. 1 c GDPR), e.g. to fulfil trade law or tax law retention obligations, to fulfil reporting or information obligations towards authorities, etc.;
- ❖ based on a legitimate interest (Art. 6 sec. 1 f GDPR); e.g. measures for IT security or measures to ensure proper business operations, to protect the company code, enforce legal claims or defend legal disputes, to ensure compliance requirements, etc.

As we also use the contact data of the person you have nominated to us as a contact partner, we ask you to pass on this information to the affected employees within your company.

#### C. Recipients or categories of recipients of personal data

We transmit your personal data to authorities/public bodies if required due to primary legal regulations. If necessary, we transmit your personal data to companies within our company group if required to fulfil the purposes stated above in section B.

We employ external service providers for various business transactions as assignment processors in terms of Art. 28 GDPR. We have concluded order data processing contracts with these service providers to ensure that your personal data is protected. The above described recipients may also be located in countries outside of the European Economic Area ("third countries"). Third countries may not have the same level of data protection as in the European Economic Area. If data transmission takes place in a third country, we ensure that this transmission only takes place according to the terms of the legal regulations (chapter V GDPR).

#### D. Duration of storage

Personal data is generally deleted after expiry of the legal (primarily trade and tax law) retention periods. If personal data is not affected by legal retention obligations, it will be deleted once it is no longer required for the described purposes in the above section B. A different storage period can occur if you have consented to collection of the data.

#### E. Rights of data subjects

You have the right to receive information about your personal data we have saved, the right to arrange for incorrectly saved personal data to be corrected or, if relevant, to change or revoke your consent to data processing at any time, including without providing a reason with future effect, the right to restrict the processing of your personal data with future effect, to revoke the processing of your personal data with future effect or to demand the deletion of your personal data. Under the conditions set

out in Art. 20 GDPR, you have the right to receive the personal data concerning you, which has been saved, in a structured, commonly used and machine-readable format and the right to transmit that data to another responsible party without hindrance on our part. Alternatively, you can contact our data protection officer stated under section A. In order to avoid any cases of misuse, we can request that enquiries are provided with a handwritten signature or that the enquirer is otherwise legitimated.

You also have the right to lodge a complaint with a data protection supervisory authority. The supervisory authority responsible for our company is:

The state representative for data protection and freedom of information for Baden-Württemberg  
Königstrasse 10 a  
70173 Stuttgart