

## Terms and Conditions of Purchase

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### 1. General / Scope of application

- 1.1. These Terms and Conditions of Purchase shall apply to all transactions of the supplier with the companies of the Rolf Benz Group of Companies. The general applicability of the Terms and Conditions of Purchase vis-à-vis the supplier is hereby expressly notified to the supplier on behalf of all companies of the Rolf Benz Group of Companies. The companies of the Rolf Benz Group of Companies are listed in Clause 18 below.
- 1.2. These Terms and Conditions of Purchase shall apply exclusively; terms and conditions of the supplier that conflict with or deviate from these Terms and Conditions of Purchase shall not be recognised unless we have expressly agreed to their applicability in writing. These Terms and Conditions of Purchase shall also apply if we accept delivery without reservation in the knowledge that the supplier's terms and conditions conflict with or deviate from our Terms and Conditions of Purchase. The Terms and Conditions of Purchase are available on the internet at [www.rolf-benz.com/de\\_DE/](http://www.rolf-benz.com/de_DE/) at any time and can be saved and printed out by the supplier in a reproducible form. Unless otherwise agreed, the Terms and Conditions of Purchase shall apply in the version valid at the time of the respective orders.
- 1.3. All agreements made between us and the supplier for the purpose of executing a contract must be set out in writing in that contract.
- 1.4. These Terms and Conditions of Purchase apply exclusively to companies and entrepreneurs, legal entities under public law and special funds under public law within the meaning of § 310 (1) of the German Civil Code (BGB).
- 1.5. These Terms and Conditions of Purchase shall also apply to all future transactions with the Supplier and particularly also in cases where the contract is concluded in electronic form.
- 1.6. For the labour of employees of external companies on our premises, our "Instructions for Installation Work", which form an integral part of our contract, are applicable.
- 1.7. The supplier shall be obliged to expressly point out any deviating acceptance of our contractual offer, whereby a contract shall only be concluded with our express written consent, irrespective of any further requirements.

### 2. Order / order documents / confidentiality

- 2.1. The supplier is obliged to accept our order without delay.
- 2.2. We reserve the rights to illustrations, drawings, calculations, data, data carriers provided, performance specifications, functional specifications and other documents - hereinafter referred to as "Information" -; they may not be made accessible to third parties without our express written consent. This Information is to be used exclusively for the production and/or execution of our order. After conclusion of the business relationship, they must be returned to us without the requirement of a previous request or alternatively be destroyed; in this case, proof of destruction must be provided.
- 2.3. The supplier is obliged to keep confidential any written or verbal information received in connection with the placing of the order, the production of the tools and/or the manufacture of parts. The confidentiality obligation especially encompasses prices, conditions, scope of services, data, drawings, specifications, calculations, production instructions, etc. We shall release the supplier from its confidentiality obligation if it proves that the information requiring confidentiality was already known to it prior to disclosure by us, or if this information becomes generally known during the term of the contract without this being caused by a breach of contract by the supplier. The release from the confidentiality obligation shall only become effective upon our written declaration.
- 2.4. Reference and logo use: the parties shall not publicly report on contracts and shall treat them confidentially. The supplier is not authorised to use the name, the company logo or registered trademarks or samples of the Rolf Benz Group of Companies as a reference, either online or offline, unless a representative of the Group of Companies gives written permission to do so.

### 3. Scope of the service, forwarding of the order, obligation to provide information

- 3.1. The scope of the respective deliveries/services is determined by our order and any quality specifications, in particular drawn specifications and other quality specifications/product guidelines as well as specifications based on the "Supplier Declaration on Quality". Any relevant "Product Guideline" provided by us at the time of conclusion of the contract shall become part of the contract. At the supplier's request, we shall make the current version available to the supplier.
- 3.2. The supplier is obliged to expressly indicate any deviations from our order in his order confirmation in writing and highlight them in print.

- 3.3 If the deviations in the respective order confirmation of the supplier are significant, the conclusion of the contract requires the express written confirmation of our responsible purchasing department. The principles of the commercial letter of confirmation shall not apply.
- 3.4 The transfer of the order to third parties and the involvement of subcontractors requires our prior written consent.
- 3.5 The supplier must check our enquiry and/or order, in particular concerning plausibility, feasibility, completeness, etc., and notify us immediately of any inadequacies.

#### **4. Tools**

- 4.1 Tools shall be manufactured by the supplier in accordance with our drawings and specifications. Changes or deviations shall only be binding if we have declared our acceptance of the tool produced in writing. The supplier is obliged to expressly point out such changes or deviations in writing both in the drawings and in a separate declaration outside the drawings and technical data sheets. We reserve property rights regarding the tools. We shall acquire ownership of the tools at the latest upon their completion and delivery, subject to simple retention of title, if agreed. The supplier shall store the tools for us. The legal relationship of safekeeping shall replace the handover to us unless we demand the handover.
- 4.2 The supplier is obliged to use our tools exclusively for the production of the deliveries that are the subject of our orders.
- 4.3 We are entitled to rights of use and industrial property rights to the tools.
- 4.4 If the supplier culpably breaches the obligations pursuant to Clause 4.2 above, he shall be obliged to pay us a contractual penalty of EUR 12,000.00 for each case of infringement. We reserve the right to assert further claims, in particular claims for damages. We are entitled to claim the contractual penalty in addition to fulfilment. The sum paid as a contractual penalty shall be deducted from any claims for damages.
- 4.5 We reserve the exclusive copyright to drawings on which the creation of the tools is based. This shall also apply insofar as changes or deviations pursuant to para. Clause 4.1 are made which are attributable to suggestions introduced by the supplier.
- 4.6 For the duration of the supply and service relationship, the supplier is obliged to maintain and repair the tool at its own expense. He is also obliged to insure the tool at replacement value against the usual property risks (fire, water damage, theft and burglary). The supplier hereby assigns to us in advance any claims for compensation against the insurance company; we hereby accept this assignment. Notwithstanding this, the supplier is obliged to use any compensation payments from the insurance exclusively for the repair or replacement of the tool.
- 4.7 For the duration of the supply and service relationship, the supplier shall bear the risk of accidental loss or accidental deterioration of the tool. With regard to the insurance obligation, the above para. Clause 4.6 applies accordingly.
- 4.8 The supplier must store our tools for 5 years after a product has been discontinued in order to be able to deliver in the event of warranty claims.

#### **5. Prices / Terms of payment**

- 5.1 We shall pay the supplier's invoices net within 45 days of delivery and receipt of invoice, or with a 5% discount on the 20th of the month in the case of delivery and receipt of invoice from the 1st to the 10th of the month, on the 30th of the month in the case of delivery and receipt of invoice from the 11th to the 20th of the month, or on the 10th of the following month in the case of delivery and receipt of invoice from the 21st to the end of the month. If invoices are received at a later date, they will be paid on the next following payment date. Value added tax must be shown separately.
- 5.2 The supplier is only authorised to increase prices if this has been expressly agreed upon in the contract and the prices have not been bindingly agreed for a specific period of validity (fixed prices). We do not recognise price escalation clauses. Any requests for price increases must be presented by the supplier in writing, setting out objective criteria, and must be comprehensibly justified and substantiated; their acceptance requires our express consent.
- 5.3 In the event of early deliveries, we will value date the invoice to the delivery date specified in the order. Notwithstanding this, it is at our discretion to make an A-account payment.
- 5.4 As long as the Supplier's invoices do not comply with the above provisions, they are not correct and therefore do not trigger payment.
- 5.5 We are entitled to rights of retention, offsetting and realisation to the extent permitted by law.
- 5.6 The Supplier shall not be entitled to surcharges for very small or small quantities.
- 5.7 We are authorised to perform settlements within the group of companies. At the supplier's request, we are prepared to inform the supplier in writing which companies belong to our group of companies.

#### **6. Delivery and performance time**

- 6.1 The delivery time and / or performance time specified in the order must be strictly adhered to.

- 6.2 The supplier is obliged to inform us immediately in writing if circumstances arise or become recognisable to him which indicate that the stipulated delivery and/or performance time cannot be met. Such notification of concern must be sent to us as soon as possible in advance in writing or by e-mail.
- 6.3 In the event of default, we shall be entitled to the statutory claims. In particular, we shall be entitled to claim damages for non-fulfilment after the expiry of a reasonable grace period without effect. Within the scope of the statutory provisions, the supplier shall also be liable for any fault of its sub-suppliers or manufacturers, insofar as these are vicarious agents.
- 6.4 We are entitled, under the conditions set out in Section 6.3 above, to demand a contractual penalty of 1% of the delivery value for each commenced week of delay, but not more than 5% in total. We are entitled to demand the contractual penalty in addition to fulfilment; we undertake to declare the reservation of the contractual penalty to the supplier within 14 working days at the latest, calculated from the date of acceptance of the delayed delivery / service. The sum paid as contractual penalty shall be deducted from any claims for damages. We reserve the right to assert any further claims and rights, such as withdrawal, damages in lieu of fulfilment and/or claims for reimbursement of expenses.

## **7. Transfer of risk / freight / documents**

- 7.1 Unless otherwise agreed upon in writing, delivery shall be made DAP ("delivered at place") in accordance with Incoterms 2020 to the place specified by us.
- 7.2 The supplier is obliged to precisely state our order, supplier and respective material number on all shipping documents, delivery notes and invoices; if he fails to do so, delays in processing are unavoidable, for which we are not responsible.
- 7.3 The supplier is obliged to cover the risk of accidental loss or accidental deterioration of the ordered raw materials, consumables and supplies within the scope of standard transport insurance. He hereby assigns to us in advance any claims for compensation against the transport insurance company; we hereby accept this assignment.
- 7.4 Unless otherwise stated in the order, the supplier shall bear the costs of packaging and freight to the place of destination, in the case of machines and systems to the first place of installation. The packaging must be suitable, i.e. it must protect the goods from damage, the effects of the weather, etc. The supplier must inform himself of the relevant requirements in this respect. The goods are to be delivered to us duty free.
- 7.5 The supplier must select the packaging in such a way that enables forklift transport, stacking and forwarding of the goods to production in unalterable packaging.

## **8. Inspection / information / network access**

- 8.1 The supplier shall allow us to inspect the progress of the work to be performed and/or the order processing. We are entitled to inform ourselves about the progress at any time by inspecting all relevant documents (reports, descriptions, listings, manuals, etc.). The documents required for this are to be presented and explained to us on request. We are entitled to validate this by visiting the factory during normal operating hours after prior notification.
- 8.2 As soon as there is reasonable suspicion that the supplier's products or production process cause environmental impacts beyond the generally recognised standards of technology, we shall be entitled to inspect the manufacturing process and the composition of the raw materials, auxiliary materials and operating materials supplied as well as the supplier's tools. The supplier is obliged to provide us with information in this respect and must provide us with samples of the materials used at our first request.
- 8.3 If we grant the supplier access to networks and / or data processing systems of us or our customers, this access may only be used for the purpose of fulfilling the respective individual order. In such cases, the supplier takes special care to observe the provisions on confidentiality in accordance with Section 2.3 above and to impose these on its employees and other third parties involved in the fulfilment. Unless absolutely necessary for the fulfilment of the order by the supplier, the supplier shall not be entitled to copy, modify, reproduce or pass on to third parties any of our data to which it has access without our prior written consent. We shall only be liable to the extent required by law for the functionality of access security or for malfunctions of the above-mentioned networks and data processing systems and for any damage resulting from their use.

## **9. Material defects and defects of title / Warranty**

- 9.1 The Supplier warrants that the items delivered by it and the services provided by it comply with the intended use, the current state of the art, the requirements of the REACH Regulation, the Product Safety Act, all relevant legal provisions, both national and European regulations to be observed in Germany as well as international regulations applicable in Germany, also labelling regulations and any safety regulations, the regulations and guidelines of authorities, trade associations and professional associations, in particular safety, occupational health and safety, environmental protection, accident prevention, the relevant Norms, DIN, VDE and other regulations. Recommendations of relevant authorities that become regulations within one year must be taken into account. If deviations from

these regulations are necessary in individual cases, the supplier must obtain our written consent. The supplier's warranty obligations shall not be affected by this consent.

9.2 If disagreements arise between the contracting parties in the course of the execution of the contractual relationship regarding the content of terms or symbols, quality requirements, format requirements or similar, compliance with the relevant DIN / EN standards applicable at the time of conclusion of the contract shall be deemed agreed upon as a minimum, notwithstanding the provision in Section 9.1.

9.3 If a DIN / EN standard is changed after conclusion of the contract but before completion of the delivery, the supplier is obliged to take into account the requirements of the new standard within reasonable limits. He does not have to make significant changes to the machine, the software, etc., if this can only be achieved by a non-insignificant additional expenditure of time or money. However, he shall inform the user in writing of any significant changes in order to enable the user to conclude an agreement concerning the changes.

9.4 Acceptance or confirmation of models, drawings, payments or the like shall not constitute a waiver of our rights of complaint and warranty.

9.5 If there are concerns about the type of execution requested by us, the supplier must notify us of this immediately in writing.

9.6 We shall notify the supplier immediately in writing of any defects in the delivery as soon as they are discovered in the ordinary course of business. In this respect, the supplier waives the defence of delayed notification of defects. If a quality assurance agreement exists or if additional agreements, such as the quality supplier's declaration, have been agreed upon, the separate provisions on the inspection of incoming goods shall apply with regard to the defect inspection and notification obligations to be fulfilled by us.

9.7 We are entitled to the full statutory warranty claims.

9.8.1 The Supplier warrants in particular, in accordance with Sections 433 (1), sentence 2, 434, 435 BGB (purchase contract) or Section 633 (1), (2) and (3) BGB (contract for work and labour) and Section 651 BGB (contract for work and materials), that the goods delivered or the work services owed correspond to the respective purchase or service sample as well as the statutory and agreed quality and packaging conditions, the service description, in the absence of such at least customary quality conditions, and are free from material defects and defects of title, or defects within the meaning of the law, in particular the German Civil Code and the Product Liability Act. The Supplier warrants that the distribution of the delivered goods and / or the use of the contractual service does not violate applicable regulations, including packaging and labelling regulations, that the rights of third parties are not infringed and / or that the goods and / or services comply with public law and / or competition law requirements. Existing and / or attached labelling on properties/qualities and / or durability, designations, descriptions, accompanying documents and / or advertising statements and / or instructions for use and assembly must be correct in terms of content, legally unobjectionable, complete, comprehensible and written in German or, at our request, in corresponding foreign languages, which the supplier guarantees.

9.8.2 The provisions of the above Sections 9.7, 9.8.1 shall apply accordingly to services provided by the Supplier, especially services relating to consulting. Processing, production and utilisation instructions and information provided by the supplier are comprehensive and correct, which the supplier guarantees.

9.8.3 With regard to any industrial property rights, Clause 11 below shall apply in addition.

9.9 If the supplier breaches obligations, it shall be liable to us for any kind of culpability. The supplier is advised that he has the right to prove that he is not responsible for a breach of duty.

9.10 We are only obliged to clarify claims or infringements of rights asserted by customers in court if the supplier agrees in advance to reimburse the expected costs.

9.11 If the contractual performance rendered by the supplier (goods delivered, work performed, services rendered, etc.) does not comply with the above-mentioned contractual specifications, we shall be entitled, at our discretion, to demand subsequent fulfilment in the form of remedying the defect or delivering a defect-free item (purchase contract) or remedying the defect or recreating the work (work contract). The expenses required for the purpose of subsequent fulfilment shall be borne in full by the supplier. Further claims remain unaffected by this.

9.12 We are entitled to carry out the subsequent fulfilment and / or rectification ourselves or have it carried out by a third party at the supplier's expense in case of imminent danger or particular urgency.

9.13 In the event of the failure of subsequent fulfilment and / or refusal of subsequent fulfilment, we shall be entitled to the statutory claims for defects, in particular claims for damages due to non-fulfilment and the right to withdraw from the contract. If any defects are so serious that immediate cancellation is justified, we shall be entitled to cancel the contract immediately.

9.14 The warranty period for items that have been used for a building in accordance with their normal use and have caused its defectiveness is 60 months, otherwise 36 months, calculated from the transfer of risk, unless a longer warranty period results from the contract or the law.

9.15 For quantities, weights, wood moisture content and other definitions for a delivery, the values determined by our incoming goods inspection are authoritative and form the basis for invoicing.

- 9.16 An agreed upon, specified and/or delivered technical design and quality of a supplied part may not be changed without our written consent.
- 9.17 The supplier must label the delivery items in such a way that they are permanently recognisable as products delivered by him.

#### **10. Product liability / Indemnification / Liability insurance cover**

- 10.1 If the supplier is responsible for damages resulting from a product, he shall be obliged to indemnify us against claims for damages by third parties upon first request if the cause lies within his sphere of control and organization and he himself is liable in relation to third parties.
- 10.2 Section 10.1 above shall apply accordingly insofar as we are entitled to recourse claims against the supplier pursuant to Sections 478, 445 a) (1) and (2), 445 b), 475 b) (4) BGB. In this context, the supplier hereby assigns to us in advance as a precautionary measure any recourse claims to which the supplier is entitled against its sub-supplier under Sections 478, 445 a) BGB to secure our existing recourse claims. We accept the assignment.
- 10.3 The supplier is obliged to reimburse us for any expenses arising from or in connection with a recall action carried out by us. As far as possible and reasonable, we shall consult with the supplier regarding the content and scope of the recall action to be carried out, inform the supplier and give him the opportunity to comment. Any official requirements in this connection must be observed.
- 10.4 The supplier undertakes to maintain product liability insurance relating to all risks with a lump sum cover of at least 5.0 million euros per personal injury/property damage. If we are entitled to further claims for damages, these shall remain unaffected. Proof of insurance must be provided at our request.

#### **11. Rights / minimum standards / UN Convention on the Rights of the Child / minimum wage**

- 11.1 The supplier warrants that no rights of third parties, in particular copyrights and/or other industrial property rights, especially design, utility model or patent rights, are infringed in connection with its delivery and performance. The supplier warrants that any work provided by it is free from third-party rights. If industrial property rights of third parties are infringed by the work and we are therefore prohibited from using the work in whole or in part, the supplier shall, at its discretion, either procure the right to use and / or exploit the work at its own expense or design the work free of industrial property rights. Any further claims we may have shall remain unaffected by this.
- 11.2 If claims are asserted against us by a third party due to an infringement of third party rights in accordance with Section 11.1 above, the supplier shall be obliged to indemnify us against these claims upon first written request. The supplier's obligation to indemnify shall also apply to all expenses necessarily incurred by us as a result of or in connection with the claim asserted by a third party.
- 11.3 The supplier warrants that relevant statutory and/or official provisions are complied with. The proper declaration of customs duties, taxes and/or other export duties, the proper issue and presentation of documents / certificates, such as test certificates, certificates of origin, export or import licences, shall fall within the scope of the supplier's activities and support. The supplier guarantees the authenticity and correctness of the attached documents.
- 11.4 The supplier guarantees that in the production as well as the export and import of the goods to be delivered to us, all actions are avoided which could result in an impairment or endangerment of our brands and trademarks and/or our reputation. In particular, the supplier shall observe our industrial property rights and ensure that these rights are not infringed within its sphere of influence or in relation to its sub-suppliers.
- 11.5 The supplier warrants that the goods to be delivered to us have been produced in compliance with the minimum standards of the UN Convention on the Rights of the Child of 20 November 1989 (published on 10 July 1992 - Federal Law Gazette II p. 990). Further social standards owed by the supplier remain unaffected by this.
- 11.6 The supplier shall be responsible in the sense of a primary obligation for ensuring that it and/or third parties commissioned by it fulfil the obligations to pay a statutory minimum wage. In particular, the supplier shall indemnify the respective company of the Rolf Benz Group against all financial losses arising from non-compliance with the above obligation.
- 11.7 The limitation period for claims in accordance with the foregoing clauses 11.1 to 11.6 shall be governed by the statutory provisions.

#### **11.8 Special assurances of compliance with the obligations under the Supply Chain Duty of Care Act (LkSG) to respect and safeguard human rights and to fulfil environmental obligations:**

- 11.8.1 Within the scope of its own business activities, the Supplier warrants that in the production, creation of the work and/or the provision of services, compliance with human rights and environmental protection is guaranteed within the supply chain in compliance with the principles of social responsibility, code of ethics, anti-corruption code, prevention of money laundering, etc., and that it obliges its suppliers to comply with human rights and environmental protection in accordance with the legal requirements.

11.8.2 Furthermore, the supplier assures to observe the following prohibitions and requirements to avoid human rights risks and to protect the environment:

- Prohibition of child labour
- Prohibition of forced labour and all forms of slavery
- Prohibition of non-compliance with mandatory occupational health and safety obligations and work-related health hazards (e.g. due to inadequate safety standards and occupational health and safety measures)
- Respect for freedom of association, freedom of organisation and the right to collective bargaining
- Prohibition of unequal treatment in employment
- Prohibition of withholding an appropriate wage
- Preventing the destruction of natural resources through environmental pollution
- Prohibition of the unlawful violation of land rights
- any prohibition of an act or omission in breach of duty which is directly capable of impairing protected legal positions in a particularly serious manner, in particular those arising from human rights treaties, and the unlawfulness of which is obvious on a reasonable assessment of all the circumstances in question

## 12. **Anti-corruption clause / Right of cancellation**

12.1 The supplier undertakes to take all necessary and appropriate measures to avoid corruption as a primary contractual obligation. In particular, the supplier undertakes not to offer, promise and/or grant benefits and/or other advantages (e.g. money, gifts of monetary value or invitations which are not of a predominantly business nature, e.g. to sporting events, concerts, cultural events) to our employees and / or members of executive bodies and / or employees and / or members of executive bodies of the purchasing affiliates, including their relatives, nor to have them offered, promised or granted in any other way by third parties. Product samples that are provided for inspection or quality testing in the regular course of business are not covered by this provision.

12.2. In the event of a breach by the Supplier of the obligations arising from the above Section 12.1, we shall be entitled to terminate the contractual relationship for good cause without observing a notice period after the unsuccessful expiry of a period set for remedial action or after an unsuccessful warning. A warning is not required in the cases of Section 323 (2) BGB. Our entitlement to claim damages shall not be excluded by the cancellation.

## 13. **Provision / Retention of title**

13.1 If we provide parts and / or materials to the supplier, the supplier is obliged to check the parts and / or materials provided by us for their suitability, to handle them properly and to store them temporarily. The supplier must carry out an inventory of the material provided once a year and inform us of the result.

13.2 When the supplier obtains the parts and / or materials in our factory, the responsibility for damage and loss is transferred to the supplier, irrespective of whether the parts and / or materials are provided by us free of charge or delivered against payment. In the event of loss of the parts provided, we shall be entitled to invoice the supplier for the materials.

13.3 Unless expressly agreed otherwise, parts and / or materials provided by us shall be invoiced to the supplier at factory prices.

13.4 The parts and / or materials provided by us may only be used by the supplier for the agreed purpose.

13.5 If we provide parts or materials to the supplier, we reserve title to these. Processing or remodelling by the supplier shall always be carried out on our behalf. If our reserved goods are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our item (purchase price plus VAT) to the other processed items at the time of processing.

13.6 If the item provided by us is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the reserved item to the other mixed items at the time of mixing. If the mixing takes place in such a way that the supplier's item is to be regarded as the main item, it is agreed that the supplier shall transfer co-ownership to us on a pro rata basis; the supplier shall hold the sole ownership or co-ownership for us.

13.7 Insofar as the security rights to which we are entitled in accordance with the foregoing subsections 13.5 and / or 13.6 exceed the purchase price of all our goods subject to retention of title that have not yet been paid for by more than 10%, we shall be obliged to release the security rights at our discretion at the supplier's request.

13.8 Any tools provided by us shall remain our property. If the tools are manufactured by the supplier itself or by third parties in accordance with our specifications, we shall acquire ownership of the tools at the latest upon their completion and delivery / transfer to the supplier, subject to a simple retention of title, if agreed. The supplier shall store our sole ownership of the tools for us.

13.9 The agreement of an extended and / or expanded retention of title in favour of the supplier presupposes that we have concluded a written *del credere* agreement with the supplier in this respect.

**14. Cancellation of the contract**

If the supplier suspends payments or if judicial or extrajudicial composition proceedings or insolvency proceedings are applied for / against its assets, we shall be entitled to withdraw from the unfulfilled part of the contract.

**15. Additional conditions for software**

Insofar as our order relates in whole or in part to the delivery, creation and/or licensing of software, our "IT Terms and Conditions of Purchase" in their current version shall apply in addition. We will send these additional terms and conditions to the supplier on request.

**16. Place of jurisdiction / place of fulfilment**

16.1 If the supplier is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction shall be the registered office of the purchasing company. However, we are also entitled to sue the supplier in the court of his place of residence.

16.2 Unless otherwise agreed, the place of fulfilment is the respective plant to be supplied.

**17. Choice of law**

German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG), but always in accordance with the content of these Terms and Conditions of Purchase.

**18. Companies of the Rolf Benz Group / Confirmation**

18.1 All companies of the Rolf Benz Group are included in the applicability of these Terms and Conditions of Purchase. Consequently, the exclusive applicability of the Terms and Conditions of Purchase in relation to the suppliers is also confirmed and agreed for future transactions of all companies of the Rolf Benz Group. The following companies currently belong to the Rolf Benz Group:

Rolf Benz AG & Co KG, 72202 Nagold  
si-ta GmbH, 72285 Pfalzgrafenweiler

18.2 If the Rolf Benz Group of companies expands to include other companies in addition to those named in Section 18.1 above, we shall disclose their names to the suppliers in writing.

18.3 The supplier hereby confirms that the above terms and conditions of purchase are valid as the basis of the business relationship with regard to the companies named in the above clauses 18.1 and 18.2.

**Status: July 2024**

Company name  
LF number  
Street, house number  
Postcode, City

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Date

NAME IN PRINT / Stamp