

## Terms and Conditions of Purchase of Froli GmbH & Co. KG

### 1. Scope of validity

- 1.1. Our Terms and Conditions of Purchase shall apply exclusively and to all business relations with the contractor; we do not recognise any terms and conditions of the contractor that conflict with or deviate from our Terms and Conditions of Purchase unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Purchase shall also apply if we accept or pay for the contractor's delivery without reservation in the knowledge that the contractor's terms and conditions conflict with or deviate from our Terms and Conditions of Purchase. All agreements made between us and the contractor for the purpose of executing this contract shall be set out in writing in this contract.
- 1.2. Our Terms and Conditions of Purchase shall only apply towards companies, legal entities under public law or special funds under public law within the meaning of Section 14 para. 1 of the German Civil Code (BGB).
- 1.3. Our Terms and Conditions of Purchase shall also apply in their respective version to all future relations with the contractor without the need to refer to them again in each individual case. The contractor shall be notified immediately of any changes to the Terms and Conditions of Purchase. The Terms and Conditions of Purchase apply in particular to **service or work contracts for the maintenance of machinery and contracts in marketing, IT, consultancy of any kind and similar types of contracts.**
- 1.4. Individual agreements made with the contractor in individual cases (including ancillary agreements, supplements and amendments) shall in all cases take precedence over these Terms and Conditions of Purchase. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.
- 1.5. References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these Terms and Conditions of Purchase.

### 2. Offer – Offer documents

- 2.1. Our orders are subject to change and non-binding until the contractor has accepted the order in writing or in text form in the form of an order confirmation. Until receipt of the corresponding order confirmation, we reserve the right to revoke the order. If the contractor accepts valid orders from us, whether by confirmation or delivery of goods, a binding contract is concluded. Such a contract is subject exclusively to the Terms and Conditions of the purchase order and these General Terms and Conditions of Purchase.
- 2.2. Order confirmations must contain our order no.; item no., delivery date, article designation with type no., drawing number and index as well as quantities/unit of measure.
- 2.3. We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents; they may not be made accessible to third parties without our express written consent. They are to be used exclusively for production on the basis of our order. They are to be kept confidential from third parties; in this respect, the provision in No. 17 shall apply in addition. To the extent as we provide the contractor with plans, drawings, material and/or accessories, the contractor is obliged to check these for completeness, correctness and suitability for the intended purpose and to notify us immediately of any incompleteness or incorrectness of the documents provided. If the contractor does not raise any objections, he shall be obliged to provide an unrestricted warranty in this respect.  
Products which are manufactured on the basis of documents, drawings, models and the like designed by us or according to confidential information provided by us, with tools or copied tools provided by us, may neither be used by the contractor himself nor offered or delivered to third parties.
- 2.4. Within the framework of a permanent supply relationship and within the scope of what is reasonable for the contractor, we may demand changes to the design and execution of the delivery item. In this case, the effects, in particular with regard to the additional and reduced costs as well as the delivery dates, must be regulated appropriately and amicably. Changes by the contractor require our prior express approval in writing or text form.

### 3. Prices – Terms of payment

- 3.1. The price agreed according to the order is binding. Subsequent price increases due to e.g. increases in the price of raw materials are invalid, even if the contractor reserves the right to do so in its order confirmation.
- 3.2. The price includes all services and ancillary services of the contractor, as well as all ancillary costs (e.g. project planning, rejected drafts, consulting contingents made available, necessary spare parts, travelling expenses, etc.).
- 3.3. We can only process invoices if they contain – in accordance with the specifications in our order – the order number shown there and the information mentioned in No 2.2.  
The value added tax is to be shown openly in accordance with the Value Added Tax Act (UstG).  
In the case of deliveries from EC countries, the corresponding tax regulations must be observed and in particular the VAT identification number of the contractor must be stated on the invoice.  
The contractor shall be responsible for any consequences resulting from incorrect or incomplete invoicing, as well as delayed payment. Costs arising from non-compliance with the above provisions may be retained directly from the respective invoice amount.

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Froli GmbH & Co. KG | Liemker Straße 27 | 33758 Schloß Holte-St. | Germany | Tel.: +49 52 07 / 95 00-0 | Fax: +49 52 07 / 95 00-61 | [www.froli.com](http://www.froli.com) | [froli@froli.com](mailto:froli@froli.com)

Managing Directors: Dr. rer. Pol. Margret Fromme, Peter Liebing  
Limited partnership: Registered office Schloß Holte-St. | Register court Bielefeld HRA 15098  
Register court Bielefeld HRB 38995

VAT ID No.: DE814779133  
Complementary partner: Froli Fromme GmbH | Registered office Schloß Holte-St.  
The place of jurisdiction for both parties is Bielefeld. Place of performance is the registered office of the company.

Volksbank Bielefeld-Gütersloh eG IBAN: DE17 4786 0125 0082 3250 01 | BIC: GENODEM1GTL

Commerzbank IBAN: DE43 4808 0020 0540 7606 00 | BIC: DRESDEFF480

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- 3.4. Unless otherwise agreed in writing, we shall pay for all services (invoice date = service date) which are received in full and free of defects from the 1st to the 15th of each month by the end of the month less a 3% discount. All services provided and accepted in full and free of defects in the period from the 16th to the last day of the month, by the 15th of the following month less 3% discount. The cash discount deduction relates to the total amount, in particular including freight and packaging costs. All invoices for which no discount has been agreed shall be paid net 30 days after the invoice receipt date. The timeliness of the payment is not determined by the receipt of the money by the contractor, but by the dispatch of the means of payment or the issuing of the payment order to the bank.  
We do not owe any interest on arrears. The statutory provisions shall apply to default in payment.
- 3.5. If the due date is dependent on successful acceptance and an invoice is received at an earlier date, payment shall be made at the end of the month after successful acceptance between the 1st – 15th of the month less 3% discount. All services that are accepted in full between the 16th and the last day of the month will be paid by the 15th of the following month less 3% discount. The discount applies to the total amount, in particular including freight and packaging costs. All invoices for which no discount deduction has been agreed shall be paid strictly net 30 days after successful acceptance. The timeliness of the payment is not determined by the receipt of the money by the contractor, but by the dispatch of the means of payment or the issuing of the payment order to the bank.  
We do not owe any interest on arrears. The statutory provisions shall apply to default in payment.
- 3.6. We shall be entitled to rights of set-off and retention to the extent provided by law. In particular, we are entitled to restrain due payments as long as we are still entitled to claims from incomplete or defective performances against the contractor.
- 3.7. Claims of the contractor against us may only be assigned to third parties with our consent. Payments shall only be made to the contractor. The contractor may only assert offsetting and retention rights against us on the basis of undisputed, recognised or legally established claims.

### 4. Times of performance

- 4.1. The times of performance stated in the order as well as agreed deadlines for the achievement of milestones are binding, even if the contractor wishes to keep the time of performance stated in the order confirmation non-binding with general clauses such as 'approximately, about, etc.'. With the exception of our offer, these clauses shall not apply to us.  
Should it be apparent to the contractor at the time of receipt of the order that the time of performance cannot be realised, the contractor must inform us in writing or in text form within two working days of receipt of the order about the time of performance to be realised or about the delays. If the time of performance or the delay is too long for our needs, we reserve the right to reject the contractor's new offer.
- 4.2. The contractor is obliged to inform us immediately in writing or in text form if circumstances arise or become recognisable to him which indicate that the confirmed delivery time cannot be met. If no complete delivery is made by the time of performance specified in the order confirmation, the contractor shall be in default without further information or a reminder from us. If the contractor does not perform its service or does not perform it within the agreed performance period or is in default, our rights – in particular to cancellation and damages – shall be determined in accordance with the statutory provisions. The provisions in clauses 4.3. and 4.4. remain unaffected.
- 4.3. We are entitled to refuse to accept services that are not provided at the time specified in the order.
- 4.4. If the agreed time of performance, the agreed response times, availability or the agreed deadline for milestones or for overall acceptance is exceeded, we shall be entitled to demand a contractual penalty of 0.3% of the total net price per full working day of delay, up to a maximum of 5% of the total net price of the service provided late. We reserve the right to prove that higher damages have been incurred. The contractor reserves the right to prove that no damage at all or only significantly less damage has been incurred. Further statutory claims (in particular cancellation and compensation in lieu of performance) shall remain reserved; however, the contractual penalty shall be offset against claims for compensation. Contractual penalty claims can also be asserted without prior reservation until final payment. Insofar as performance dates or deadlines are postponed due to any justified extension claims by the contractor or insofar as these are redefined by mutual agreement, the above contractual penalty provision shall be linked to the new dates without the need for a new special agreement regarding the contractual penalty.
- 4.5. We shall not be obliged to accept before the expiry of the performance date or the deadline for overall acceptance or for milestones. The contractor shall only be authorised to provide partial deliveries or services with our prior written consent. Services which are necessary on site at the contractor's premises can only be provided by the contractor on working days, and only during our normal business hours.

### 5. Delivery/Packaging – Transfer of Risk – Documents

- 5.1. Unless otherwise agreed, delivery shall be made "free domicile", to the unloading point specified in the order, incl. toll and packed. In the case of imports from abroad, deliveries shall be made according to "DDP" in accordance with the current Incoterms of the International Chamber of Commerce (ICC).

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- 5.2. The contractor is obliged to list our order number and the information mentioned in No 2.2. on all delivery documents; if he fails to do so, he shall be responsible for the resulting delays in processing.
- 5.3. Should we exceptionally bear the costs for freight and packaging, the shipment shall nevertheless be at the contractor's risk. In this case, the contractor shall choose the mode of transport prescribed by us – i.e. in principle our in-house forwarding agent shall be commissioned – otherwise the mode of transport and delivery most favourable for us. For this purpose, the contractor shall contact our dispatch manager in good time before dispatch for coordination. All costs incurred until handover to the carrier, including loading and cartage, shall be borne by the contractor.
- 5.4. We reserve the right to reject excess and short deliveries at our discretion.
- 5.5. The contractor is not entitled to have the service owed by him provided by third parties (e.g. subcontractors) without our prior written consent. The contractor shall bear the procurement risk for its services unless otherwise agreed in individual cases (e.g. limitation to stock).
- 5.6. The risk of accidental loss and accidental deterioration of the item shall pass to us upon handover at the place of performance. To the extent as an acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply accordingly in the event of acceptance.
- 5.7. The statutory provisions shall apply to the occurrence of our default in acceptance. However, the contractor must also expressly offer us its performance if a specific or determinable calendar time has been agreed for an action or cooperation on our part (e.g. provision of material). If we are in default of acceptance, the contractor may demand compensation for its additional expenses in accordance with the statutory provisions (Section 304 of the German Civil Code (BGB)). If the contract concerns an unjustifiable item to be manufactured by the contractor (individual production), the contractor shall only be entitled to further rights if we have undertaken to cooperate and are responsible for the failure to cooperate.

### 6. Quality Management

The contractor shall set up and maintain a quality assurance system of a suitable type and scope which is necessary to achieve the agreed quality requirements. If agreed, he shall set up a system that complies with the requirements of DIN ISO 9001:2015. Upon request, he shall provide evidence of a corresponding certification. He shall maintain a system of batch traceability and provide evidence of this upon request. Prior to delivery, a careful functional and quality check shall be carried out. All measures taken to fulfil these obligations shall be adequately recorded and archived for at least 10 years. Any statutory retention periods going beyond this shall remain unaffected. Special documentation obligations may be agreed. The contractor hereby expressly agrees that quality audits to assess the effectiveness of its quality assurance system will be possible by us at any time. Upon request, the contractor shall allow us to inspect test procedures carried out, including all test records and documents relating to the delivery, and shall make them available to us if required. This applies to the same extent to environmental management audits.

### 7. Principles of performance

- 7.1. The contractor shall provide the contractually owed services in accordance with the state of the art at the time of conclusion of the contract and by personnel who are qualified to provide the agreed services. It must provide the service free of defects.
- 7.2. If documents such as project processes, concepts or technical products such as graphics and photographs are part of the contractual service, the contractor must hand these over to the us and transfer them.
- 7.3. The contractor must replace individual employees if there are objective reasons for this on our part and we request a replacement. The additional costs shall be borne by the contractor.
- 7.4. As soon as the contractor realises that the services cannot be performed in the agreed form, that the result cannot be achieved or can only be achieved in a way other than planned, the contractor shall inform us. A new procedure shall then be agreed between the parties.
- 7.5. The contact persons of the contracting parties are exclusively the responsible contact persons named in the contract. In addition, we shall be entitled to effectively make declarations regarding the services to be provided by the contractor to the responsible contact person named by the contractor as well as to their representative.
- 7.6. We may demand the replacement of a person employed by the contractor to fulfil the contract if this person has breached contractual obligations or does not have the necessary expertise. The costs arising from the replacement shall be borne by the contractor.
- 7.7. The involvement of third parties as subcontractors of the contractor requires the prior consent of us in text form.
- 7.8. Unless otherwise agreed, the following services shall be provided by the Contractor throughout the warranty period without separate remuneration: all updates, in particular error corrections (patches), the provision of a valid licence and technical support by telephone or e-mail.
- 7.9. All deadlines specified by the us are always binding.
- 7.10. We have the right to be informed about the progress of the service upon request.

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- 7.11.If the type of contract requires acceptance, the service shall be formally accepted. Partial acceptance shall only take place after prior agreement between the contracting parties. Test utilisation of the service provided shall not be deemed acceptance.
- 7.12.If our acceptance is refused by us, the contractor shall rectify the outstanding services within a reasonable period to be determined by us at the latest or make up for the service.
- 7.13.If the contractor provides services on the company premises, it shall be obliged to comply with the safety, environmental and fire protection regulations and to wear a visitor's pass.

### 8. IT contracts

- 8.1. The contractor is obliged to inform the us in good time of any restrictions on the usability, modifiability or further distribution of the hardware or software supplied. This applies in particular in the case of software or software components that are subject to an open-source licence or a comparable licence model.
- 8.2. The contractor shall ensure that the software used does not contain any unauthorised functionalities. If such is recognisable, it shall be rectified by the contractor and we shall be informed immediately.
- 8.3. Periods in which services are not available shall be announced to us with a lead time of 2 weeks and, if possible, outside business hours.
- 8.4. The necessary licences and any resources used shall be kept up to date by the contractor at its own expense if necessary for the provision of the service. Any errors that arise must be rectified. The contractor shall also provide us with an unlimited, irrevocable right to use the software.
- 8.5. Unilateral changes to services are prohibited unless expressly authorised by us.
- 8.6. Additional services for an additional charge must always be authorised in advance by us.
- 8.7. If additional plug-ins or other software components are procured, the term of the licence is subject to the terms and conditions of the licensor. The corresponding cancellation periods shall apply to us.
- 8.8. In the case of software products, the obligation to perform is only fulfilled when the complete documentation has been handed over.

### 9. Hosting

- 9.1. Hosting in this sense includes all contracts for the provision of hosting services, in particular web hosting, server hosting, domain registration and related services.
- 9.2. The contractor undertakes to comply with the applicable data protection laws and to treat our personal data confidentially.
- 9.3. The contractor undertakes to comply with response times.
- 9.4. Response times refer to the period of time within which the contractor must respond to enquiries, faults and problems of the contractor. A distinction must be made between various faults. High-priority faults are those in which the operation of the website or server is completely paralysed or there is a significant impairment of usability. Medium-priority faults are queries or problems that represent a moderate impairment, such as faults that lead to delayed usability, and low-priority faults are those that have no direct impact on operations.
- 9.5. The following response times apply to faults:
- 9.5.1. high priority fault: 1 hour after receipt of the report
  - 9.5.2. medium priority fault: 4 hours after receipt of the report
  - 9.5.3. low priority fault: 24 hours after receipt of the report
- 9.6. Support is available during regular business hours.
- 9.7. The contractor is obliged to document incoming enquiries and fault reports as well as the status of processing so that we can view them.

### 10. Projects

- 10.1.If the service includes a project plan, this is already included in the price to be paid. No additional costs will be charged due to any changes made without prior agreement.
- 10.2.The contractor shall be responsible for tracking deadlines and scheduling agreements. Any problems arising from the contractor's planning shall be borne by the contractor.
- 10.3.The contractor shall inform us at regular intervals about the achievement of milestones.
- 10.4.The contractor shall ensure that suitable personnel are made available. At our request, individual persons shall be replaced by other more suitable personnel if objective reasons are presented, e.g. lack of expertise in the area.
- 10.5.The contractor's agreed time quota is not limited to a specific period, but can be utilised over the entire project period.

### 11. Rights of use

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- 11.1. We shall be entitled to the sole, exclusive, irrevocable rights of use, unlimited in time, content and territory, to work results and associated works and documents created on our behalf. This shall also apply if the work results cannot yet be precisely specified upon conclusion of the contract.
- 11.2. We shall be entitled to the right of use in the event of premature termination of the contract and after expiry of the contract.
- 11.3. The contractor shall ensure that no industrial property rights of third parties are infringed by the work results.
- 11.4. The contractor shall indemnify us without limitation against all actions, claims, lawsuits, costs, charges, losses, claims, expenses and damages arising in this respect.

### 12. Documentation

- 12.1. We are authorised to reproduce and reprint the documentation and operating manuals provided for use. They may be modified and otherwise disposed of.
- 12.2. Project documentation shall also be made available to us.

### 13. Liability for Defects – Defect Investigation

- 13.1. Insofar as the supplier is responsible for product damage, it shall be obliged to indemnify and hold us harmless from third-party claims for damages upon first request to the extent that the cause lies within its sphere of control and organisation and it is itself liable in relation to third parties. In addition, the supplier shall, upon request, immediately provide us with the information and documents relating to its services required for the defence against such third-party claims.
- 13.2. Within the scope of its liability for cases of damage within the meaning of Section 89.1, the contractor shall also be obliged to reimburse any expenses arising from or in connection with a recall action carried out by us in connection with a defective performance of the contractor. We shall inform the contractor of the content and scope of the recall measures to be carried out – as far as possible and reasonable – and give him the opportunity to comment. Other statutory claims remain unaffected.
- 13.3. The contractor undertakes to maintain product liability insurance with a lump sum cover of € 3 million per personal injury/property damage and to prove this to us on request by submitting an insurance policy; if we are entitled to further claims for damages, these shall remain unaffected.
- 13.4. Prior to a recall action which is wholly or partly the result of a defect in the contractual object delivered by the contractor, we shall inform the contractor, give it the opportunity to cooperate and exchange information with it on efficient implementation, unless the information or participation of the contractor is not possible due to particular urgency.

### 14. Product Liability – Compensation – Liability Insurance Cover

- 14.1. In the extent as the contractor is responsible for product damage, it shall be obliged to indemnify us and hold us harmless against claims for damages by third parties upon first request to the extent that the cause lies within its sphere of control and organisation and it is itself liable in relation to third parties. In addition, the contractor shall, upon request, immediately provide us with the information and documents relating to its services required for the defence against such third-party claims.
- 14.2. Within the scope of its liability for cases of damage within the meaning of subsection (1), the contractor shall also be obliged to reimburse any expenses arising from or in connection with a recall action carried out by us in connection with a defective performance of the contractor. We shall inform the contractor about the content and scope of the recall measures to be carried out – as far as possible and reasonable – and give him the opportunity to comment. Other legal claims remain unaffected.
- 14.3. The contractor undertakes to maintain a product liability insurance with a sum insured of EUR 3 million per personal injury/property damage – lump sum – and to prove this to us upon request by submitting an insurance policy; if we are entitled to further claims for damages, these shall remain unaffected.
- 14.4. Prior to a recall action which is wholly or partly the result of a defect in the subject matter of the contract delivered by the contractor, we shall inform the contractor, give him the opportunity to cooperate and exchange views with him on efficient implementation, unless the information or participation of the contractor is not possible due to particular urgency.

### 15. Rights of withdrawal and termination

- 15.1. We are entitled to withdraw from or terminate the contract in addition to the statutory rights of withdrawal if the contractor has ceased performance, a significant deterioration in the contractor's financial circumstances occurs or threatens to occur and this jeopardises the fulfilment of the performance obligation towards us.

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- 15.2. We are further entitled to withdraw from and/or terminate the contract if the contractor can no longer guarantee the conditions agreed at the time of conclusion of the contract, such as price, quality and performance date. This is assumed to be the case if the contractor repeatedly fails to provide services (3 out of 5 consecutive failed acceptances).
- 15.3. If a permanent service relationship exists between the contractor and us, both contracting parties shall be entitled, irrespective of any term, to terminate it with a notice period of 4 weeks from receipt of the written notice of termination without giving reasons, unless otherwise agreed in writing.
- 15.4. The contractor has the right to cancel the contract in whole or in part at any time without stating reasons with a notice period of 14 days.
- 15.5. The right to extraordinary cancellation remains unaffected. This right exists in particular in the event of deliberately defective delivery, deception, breach of confidentiality obligations and similar cases.

### 16. Force Majeure

In cases of force majeure, such as in particular strikes, fire damage, floods, lawful lock-outs, epidemics and pandemics, insofar as a risk level of at least "moderate" is defined by the Robert Koch Institute, and other cases for which we are not responsible, which result in a significant increase in actual demand or prevent the transport of the ordered goods, the contracting party directly affected shall be released from the obligation to deliver or accept for the duration and to the extent of the effect. If, within the framework of a contractual obligation, the event of force majeure lasts longer than three (3) months, the affected party shall be entitled to terminate the contractual obligation. In such cases, the contractor shall not be entitled to claim damages.

### 17. Property Rights

- 17.1. The contractor warrants that no third party rights are infringed in connection with its delivery.
- 17.2. If a claim is made against us by a third party in this sense, the contractor shall be obliged to indemnify and hold us harmless from such claims upon first written request.
- 17.3. The contractor's indemnification obligation relates to all expenses necessarily incurred by us from or in connection with the claim by a third party.
- 17.4. The necessary licences and any resources used shall be kept up to date by the contractor at its own expense if necessary for the provision of the service. Any errors that arise shall be rectified. This includes an unlimited, irrevocable right to use the software.
- 17.5. The limitation period is five years, calculated from the transfer of risk.

### 18. Retention of Title – Provision – Tools – Secrecy

- 18.1. We reserve the property rights and copyrights to illustrations, plans, drawings, calculations, implementation instructions, product descriptions and other documents. Such documents are to be used exclusively for the contractual performance and returned to us after completion of the contract. The contractor is obliged to keep all illustrations, drawings, calculations and other documents and information received strictly confidential. They may only be disclosed to third parties with our express consent. The obligation to maintain secrecy shall continue to apply for five years after the execution of this contract.

### 19. Naming references

- 19.1. The contractor is not authorised to name us or any information related to the business relationship as a reference or to use it for other marketing purposes without express permission.
- 19.2. If a reference is authorised in an individual case, we reserve the right to revoke this at any time without stating a reason.

### 20. Sustainability

The contractor undertakes to observe and implement the international basic principles and to demand compliance from its contractors. These essentially concern the protection of international human rights, the abolition of forced labour and child labour, the implementation of occupational safety, the elimination of social injustice and discrimination and responsibility for the environment. This includes, in particular, the careful use of natural resources, the avoidance of accidents with consequences for the environment, compliance with environmental protection standards and adherence to the ban on the use of conflict minerals.

### 21. Place of Jurisdiction – Applicable Law – Place of Performance – Final Provisions

- 21.1. If the contractor is a merchant, our place of business shall be the place of jurisdiction; however, we shall also be entitled to sue the contractor at his place of business.
- 21.2. The contractual language is German.

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The place of jurisdiction for both parties is Bielefeld. Place of performance is the registered office of the company.

Volksbank Bielefeld-Gütersloh eG IBAN: DE17 4786 0125 0082 3250 01 | BIC: GENODEM1GTL

Commerzbank IBAN: DE43 4808 0020 0540 7606 00 | BIC: DRESDEFF480

## Terms and Conditions of Purchase of Froli GmbH & Co. KG

- 21.3. The laws of the Federal Republic of Germany with the exception of the UN Convention on Contracts for the International Sale of Goods shall apply to all legal relationships between the contractor and us, even if the contractor has its registered office abroad – to the exclusion of foreign law.
- 21.4. Unless otherwise stated in the order, our registered office shall be the place of performance.
- 21.5. Should individual clauses of these General Terms and Conditions of Purchase be invalid in whole or in part, this shall not affect the validity of the remaining clauses or the remaining parts of such clauses. The parties shall replace an invalid provision with a provision that comes as close as possible to the economic purpose of the invalid provision and is valid.
- 21.6. In addition, our General Packaging and Delivery Guidelines apply, available at <https://www.froli.com/service>. On request, we will send you the General Packaging and Delivery Guidelines in digital form by e-mail.