



General Terms and Conditions of Procurement of WOLF GmbH

as of 07/2024

1. General provisions

a). These terms and conditions are applicable to business transactions with companies, legal entities under public law and special funds under public law.

b). The terms and conditions hereinafter are exclusively authoritative for our orders. General terms and conditions of the supplier are not accepted. All declarations in the offer or in the acceptance of the order (order confirmation) of the supplier, deviating from the terms and conditions hereinafter require our expressly acceptance to their validity in writing. Silence or acceptance of a consignment does not constitute an agreement.

c) Unless otherwise agreed in case of reference to incoterms, incoterms ® 2020 apply.

2. Offers

a). Offers have to correspond to our requests for quotes; they are free of charge for us.

b). Offers from suppliers based outside the territory of the Federal Republic of Germany are binding and must only be accepted by us.

c). The resulting correspondence shall only be carried out with the offices, mentioned on the front page with reference to our request for quote / order information.

3. Confirmations

Orders and agreements with the exception of clause 2. b). are only binding if placed or confirmed by us in writing or in text form.

4. Prices

a). The prices shown in the order are binding. A change of prices requires a written agreement. Prices are fixed prices and include everything that the supplier has to do to fulfill his delivery obligation to the agreed place of receipt. The value-added tax is not included in the prices. Freight, packing and miscellaneous costs are only assumed by us if expressly agreed on. The supplier has to take back and to dispose the packing at his own expense.

b). Payments are exclusively made in Euro.

c). We are only in default of the payment after a prior written reminder.

d). The supplier shall not grant us more unfavorable prices than other customers, as far as the terms and conditions are comparable with the special case.

5. Force majeure

Events of force majeure, in particular war, civil war, export restraints and trade restrictions respectively as a result of changes of the political circumstances, as well as strikes, lockouts, breakdowns, cutting back of operations, natural disasters or similar events, which make the performance of contract impossible or unacceptable for us, release us for the duration of the existence from the obligation to take delivery on-time. Claims for damages cannot be affiliated herefrom. The parties hereto are obliged to immediately notify each other hereof and to adjust their obligation in accordance with the circumstances of good faith.

6. Delivery dates



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a). The agreed delivery dates are binding and thus to be met accurately for this reason.

b). The ordered goods have to be received at the receiving place stated by us at the date.

The statutory regulations apply if the supplier is in default with the delivery. In particular, the supplier automatically is in default in case of a culpable non-compliance with the agreed delivery date. After the effectless expiration of the period of grace, we are entitled to withdraw from the contract, to claim a contract penalty of 0.5% of the net order value for each commenced week, but at most 5% of the net order value and furthermore, to claim for damages. The contractual penalty shall be offset against the damage caused by delay to be compensated by the supplier. In any case, the supplier is entitled to prove that WOLF has suffered no damage or only less damage.

c). Our claim for delivery persists, regardless of the delay in performance, without the requirement of a specific declaration. If quantitative changes arise due to the delay in performance, the supplier has to satisfy this. We are not obliged for acceptance before the expiration of the delivery date.

7. Advice notes

The supplier is obliged to submit a special advice note for every consignment to our respective purchaser immediately after departure of the delivery. This note shall include the exact details about the content, e.g. quantity, measures, weights etc. and the order number. In any event, we must receive this note before the arrival of the consignment.

8. Risk taking

In either case, the risk of compensation is passed over to us only with acceptance of the delivery.

9. Billing

a). Invoices shall be immediately addressed to us in duplicate and completed in such a way that it can be checked against the delivery documents. Copies of invoices shall be specially marked.

b). For monthly deliveries the invoice shall be issued by the 03rd day of the following month. Invoices which were not issued by the 03rd day after the delivery month are paid with the same terms and conditions and without an interest payment not until the end of the month after the receipt of the invoice.

c). The quantities, measures and number of items, determined by us, are decisive for the settlement. We are only accepting the weights determined by us, in case of weight differences. But the supplier shall be able to furnish evidence about his determined quantities, measures and number of items at any time.

10. Method of payment

a). We shall pay at our discretion, after the invoice and the goods have been received by us in full and free of defects, within 10 days with a 3% discount or 30 days net.

b). The payment shall be deemed to be paid within the agreed time limit if we have provable placed the payment order or mailed the check to the supplier within the aforementioned time limit.

c) If the invoices do not contain the information specified in Clause 7, the 10-day period for discount deduction shall only commence on the day on which all the



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information requested by us is available. We do not honor cash on delivery shipments; the resulting costs shall be borne by the supplier.

- Checking the quantity delivered

unless otherwise agreed in a quality agreement concluded with the supplier.

11. Defects of quality

a). We are unrestricted entitled to statutory claims for defects of quality and are also entitled to choose the kind of supplementary performance (rectification of defects or replacement).

(2) Our notification of defects upon receipt of goods in accordance with Clause 11 d) (1) shall be deemed to be immediate and timely if it is made within 8 working days of receipt of the goods.

b). The supplier accepts the obligation that the goods, including presentation and price marking, comply with our details. Our order is carried out professionally and appropriately in accordance with the respective state of the art.

(3) Our notification of defects for defects not recognizable upon receipt of the goods (hidden defects) shall be deemed to be immediate and timely if it is made within 8 working days of receipt of the goods.

c). The supplier warrants for the duration of 36 months after the production date. The supplier shall only deliver goods to us which are not produced more than 3 months ago. For goods which are not furnished with a production date, the supplier warrants for 36 months after delivery of the goods. The statutory periods for the assertion of the defense under the statute of limitation and the statute of limitations are running only after expiration of the agreed warranty period.

e). The payment of the goods does not represent an acknowledgement of the delivery as contractual and free from defects.

d). The statutory provisions (Section 377 of the German Commercial Code (HGB)) shall apply to the commercial duty to inspect and give notice of defects, subject to the following proviso:

f). If material defect appears within 12 months from passing of risk, it shall be assumed that the object has already been defective at the time of passing of risk, unless the assumption is inconsistent with the kind of object or the defect of the delivery as contractual and free of defects.

(1) Upon receipt of the goods, the inspection of the goods shall be limited to

- Externally recognizable transport damage and other defects in the external condition

- Identity between ordered and delivered goods

12. Liability

a). The supplier is liable towards us in accordance with the statutory regulations. We are not accepting an exclusion of liability or a limitation of liability.

b). The supplier shall be deemed to be the producer of the goods to be delivered in the internal relationship in terms of the Product Liability Act. The supplier releases us from all third party claims, which are asserted against us, due to a defect of the goods in accordance with the German Product



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Liability Act, or Product Liability Act of the EU member states or of a third state, if or as far as the cause of damage was included to the production sector and/or to any other area of responsibility of the supplier.

c). We oblige ourselves to inform the supplier in due time and to gain access to the corresponding documents if third parties file a claim concerning the goods originating from the supplier. Then the supplier has to declare within ten (10) working days whether we shall defend us against the reproaches or accept these reproaches.

The supplier is also obliged within this scope to reimburse possible expenses, arising from or in conjunction with a recall action, legitimately carried out by us.

We shall notify the supplier on request, if possible and reasonable, about the contents and scope of the recall action to be carried out and give him the opportunity for comments.

13. Industrial property rights / Defects of title

a). The supplier warrants that the goods are exempt from defects of title, in particular third party's rights. Limitation period is 15 years.

b). If claims are filed against us due to the use or possession of the delivered goods concerning a trademark infringement, copyright or other industrial property rights, the supplier shall release us from these claims. The supplier immediately informs us if an industrial property right infringement – of any kind – appears to be possible.

The obligation of release of the supplier refers to all expenses, legitimately arising from or in conjunction with the claiming of third parties.

c). If third parties assert legitimate claims from industrial property rights the supplier shall either effect a license, modify the relevant product accordingly on his own expenses, replace the product with a product without industrial property rights, or if this measure is economically counterproductive, to revoke the product with reimbursement of the expenses.

d). The statutory provisions apply in other respects.

14. Legitimacy of corporate action / Lump sum damages

a). Supplier shall pledge to adhere to the laws and regulations of the Federal Republic of Germany and the European Union and to base its conduct on the legitimacy benchmarks of these statutory instruments.

b). Violations of antitrust provisions anticompetitive practices such as agreements on prices, quotas, customer protection or territories



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aa). Agreements between companies, resolutions of associations of companies and concerted practices which aim at or induce a prevention, restriction or distortion of competition are forbidden by law.

bb). In the event that supplier culpably violates a prohibition pursuant to 14 b). aa). in particular participates in an inadmissible agreement or concerted practice restricting competition, such as price agreements, quota agreements, customer protection agreements or market and/or customer allocation, the supplier is obliged to pay lump sum compensation to WOLF. The lump sum compensation shall amount to 13 % of the invoiced net turnover under the price agreement with WOLF affected by the infringement.

c). Prohibited abuse of market power
In the event of a culpable violation of one or more of the prohibitions pursuant to Article 102 of the Treaty on the Functioning of the European Union and/or the provisions pursuant to Sections 19, 20, 21 GWB (Abuse of a Dominant Market Position; Prohibited Conduct of Companies with Relative or Superior Market Power; Prohibition of Boycott, Prohibition of Other Restrictive Practices), the lump sum compensation shall amount to 5 % of the invoiced net turnover under the price agreement with WOLF affected by the infringement.

d). Further statutory rights and claims of WOLF, claims for compensation by WOLF against the supplier arising from the infringement and the assertion of further damages remain unaffected by this and can be asserted independently of lump sum compensation. In the event of their assertion, the lump sum compensation owed, if any, shall be offset against the claim asserted.

e). In any case, the supplier is entitled to prove that WOLF has suffered no damage or only less damage than the fixed compensation.

15. Code of Conduct for Suppliers of WOLF GmbH

a). The supplier warrants that, at our request, it will procure and transmit information and documents that are necessary to enable us to fulfil all regulatory requirements arising from the contractual relationship. Regulatory requirements in this sense arise in particular, but not conclusively, from the Supply Chain Due Diligence Act (LkSG). The supplier undertakes to recognize and comply with the Code of Conduct for Suppliers of WOLF GmbH and to take appropriate measures to ensure that its employees are aware of and comply with its minimum requirements. The supplier undertakes to communicate the Code of Conduct for Suppliers of WOLF GmbH to its suppliers and service providers and to ensure that it is complied with. The supplier shall work to ensure that its suppliers also contractually address and pass on the requirements of the Code of Conduct for Suppliers of WOLF GmbH in their supply chain.

b). In the event of serious violations of the Code of Conduct for Suppliers of WOLF GmbH, WOLF shall be entitled to cancel the respective order with immediate effect and without prior notice.

c). The Code of Conduct for Suppliers of WOLF GmbH is published on the Supplier portal | WOLF Heating, Ventilation & Airhandling and is available there as a PDF download and for printing.



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16. Manufacturing documents / Initial deliveries

The drawings, designs or other presentations, whether in original or in copy, put at the disposal of the buyer, remain our property and must not be used for other purposes, copied or delivered to third parties; they shall be immediately returned to us after execution of the order.

If this concerns an initial delivery according to a drawing or sample, 5-10 type samples are to be initially sent in for appraisal.

17. Spare parts

a). The supplier is obliged to keep spare parts for the products delivered to us in stock for a period of at least 10 years after delivery.

b). If the supplier intends to discontinue the production of spare parts for the products delivered to us, it shall notify us thereof without undue delay after the decision on the discontinuation. This decision must - subject to para. 16 a). - be at least 12

months prior to the discontinuation of production.

18. Final provisions

a). The laws of the Federal Republic of Germany apply for all privity arising from the supply contract. The UN Convention on the Contracts for the International Sale of Goods of 11th April 1980 (CISG) does not apply.

b). If one of the provisions should be or become ineffective, this shall not affect the validity of these Terms and Conditions of Purchase in other respects.

c). Place of performance is the plant in Mainburg.

d). Place of jurisdiction for commercial business is the Local Court for the place of business of the buyer. We are also entitled to choose the general place of jurisdiction of the supplier.