

**Alfred Kron GmbH**

Löhdorfer Straße 186 · 42699 Solingen
Tel: 0212-262 25-0 · Fax: 0212-262 25-40
Web: www.kron-solingen.de
Mail: info@kron-solingen.de
Geschäftsführer: Philipp Kron
Amtsgericht Wuppertal HRB 15514
Sitz der Gesellschaft: Solingen
USt.-IdNr. DE 811399357
St.-Nr. 128/5800/4995

PURCHASE TERMS AND CONDITIONS ALFRED KRON GMBH

A. General – Scope of Application

- (1) These Purchase Terms and Conditions apply to entrepreneurs, legal entities under public law, and special funds under public law (hereinafter “Supplier”).
- (2) These Purchase Terms and Conditions apply to every supply/framework agreement (hereinafter “Agreement”) and all individual contracts and/or orders placed under an Agreement (hereinafter “Individual Contract”) with the Supplier. Terms and conditions of the Supplier that we have not expressly recognized shall be invalid.
- (3) These Purchase Terms and Conditions also apply to all future orders and contractual relationships between the Supplier and us.
- (4) The contracting parties shall confirm oral agreements in text form without delay, in detail. Likewise, all legally relevant declarations and notices of the Supplier relating to the Agreement must be made in text form.
- (5) We are entitled to terminate the Agreement without notice if good cause exists. Good cause exists in particular if, after conclusion of the Agreement, it becomes apparent that our delivery claims under the Agreement are jeopardized and the Supplier, despite being requested to do so, fails to credibly confirm its ability to perform within a reasonable period. Statutory rights of termination and withdrawal remain unaffected.

B. Offers – Orders

- (1) The preparation of quotations is free of charge and non-binding for us.
- (2) If the quotation is made in response to our inquiry, deviations from the specifications contained in the inquiry are only permissible if we are expressly notified thereof.
- (3) If the Supplier does not accept our order within a period of 5 working days after receipt, we are entitled to revoke it.
- (4) Delivery call-offs become binding at the latest if the Supplier does not object within 5 working days of receipt.
- (5) We may, within reasonable limits for the Supplier, request changes to the delivery item. The effects thereof, in particular with regard to additional or reduced costs as well as delivery dates, shall be settled appropriately by mutual agreement.

C. Prices – Payment Terms

- (1) Unless otherwise agreed, prices are understood to be free to the receiving point (frei Empfangsstelle) in EUR, including statutory VAT if not expressly stated.

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- (2) We can only process invoices if they state the order number specified in our order, in accordance with the requirements of our order; the Supplier is responsible for all consequences arising from failure to comply with this obligation, unless it proves that it is not responsible for such failure.
- (3) Unless otherwise agreed in writing, we shall pay the purchase price within 14 days, calculated from delivery and receipt of invoice, less 3% discount, or net within 30 days of receipt of invoice.
- (4) We are entitled to rights of set-off and retention to the statutory extent. The Seller is entitled to rights of set-off and retention only in respect of legally established or undisputed monetary claims.

D. Delivery Time and Delivery Default

- (1) The delivery time stated in the order is binding. If no delivery time has been agreed in the order or otherwise, it shall be two weeks from conclusion of the contract.
- (2) If the Supplier foresees that the goods cannot be delivered within the delivery period, it shall notify us thereof immediately and in writing, state the reasons therefor, and, where possible, indicate the anticipated delivery date. Our claims arising from the Supplier's delivery default remain unaffected thereby.
- (3) In the event of delivery default, we are entitled to the statutory claims. In particular, we are entitled, after the fruitless expiry of a reasonable period, to demand damages in lieu of performance and to withdraw from the contract.
- (4) In the event of delivery default, we are entitled – irrespective of the claims under the preceding paragraph – to liquidated damages amounting to 1% of the net price for each completed calendar week, but in total not more than 5% of the net price of the goods delivered late. We reserve the right to prove higher damages.
- (5) If we claim damages for default, the Supplier shall have the right to prove to us that it is not responsible for the breach of duty, or that no damage or a lesser amount of damage was incurred.

E. Transfer of Risk – Documents

- (1) Unless otherwise agreed in writing, delivery shall be made free domicile (frei Haus) to the place specified in the order (obligation to deliver / "Bringschuld"). If no place of destination is specified, delivery shall be made to our registered office in Solingen. The place of destination is the place of performance for delivery and any subsequent performance.
- (2) Risk passes to us when the Supplier has brought the goods into our warehouse or the item has otherwise been handed over to us at the place of performance.
- (3) The Supplier is obliged to state our order number exactly on all shipping documents and delivery notes; if it fails to do so, any resulting delays in processing shall not be attributable to us.
- (4) The statutory provisions governing default of acceptance shall apply. However, the Supplier must in any case offer its performance to us, even if we are obliged to cooperate or act. If we are in default of acceptance, the Supplier may claim reimbursement of its additional expenses.

F. Inspection of Defects – Liability for Defects

- (1) We are obliged to inspect the goods within a reasonable period for any deviations in quality and quantity; the notice of defect is timely if it is received by the Supplier within 5 working days, calculated from receipt of goods for obvious defects, or from discovery for hidden defects.
- (2) In the event of material and legal defects (including incorrect and short deliveries as well as improper assembly or defective instructions), we are entitled to the statutory claims for defects. In doing so, the following additions shall apply in our favor.
- (3) The Seller warrants that the goods have the agreed quality at the time of transfer of risk. The agreed quality shall be deemed to include, at a minimum, the product descriptions that are the subject of, or incorporated into, the respective agreement, in particular if we have referred to or referenced the description in our order.
- (4) If the goods contain digital elements or other digital content, the Seller must provide and update the digital content. This applies at least to the extent this follows from the agreed quality within the meaning of para. 2 or other product descriptions of the manufacturer or the Supplier.
- (5) The Supplier shall bear the expenses required to examine whether a defect exists and for subsequent performance. This shall also apply if the examination reveals that no defect existed. Any resulting claim for damages by the Supplier remains unaffected, provided that we are only liable if we knew that no defect existed or failed to recognize this through gross negligence.
- (6) We are entitled to remedy defects ourselves at the Supplier's expense if the Supplier is in default.
- (7) The limitation period is 36 months, calculated from the transfer of risk, unless the mandatory provisions of Sections 478, 445a, 445b of the German Civil Code (BGB) apply.

G. REACH Compliance and Information Obligations / RoHS EU Directive 2011/65/EU

- (1) The Supplier undertakes to comply with the REACH Regulation (EC Regulation No. 1907/2006) with regard to the goods, including packaging, delivered to Kron. In particular, it warrants that the delivered goods/products and their packaging do not contain substances from the current candidate list pursuant to Art. 53(1) of the Regulation in a quantity exceeding 0.1% by mass (SVHC substances). The Supplier is obliged to have all substances delivered to Kron (pre-)registered, either itself or by its sub-suppliers, insofar as it is subject to registration obligations under REACH. If the Supplier is not itself subject to registration obligations under the REACH Regulation, it shall obligate its sub-suppliers to comply with their obligations under REACH. Any registration made by the Supplier or its sub-suppliers regarding the delivered goods must be proven to Kron in writing upon request.
- (2) The Supplier ensures that, if goods/products delivered by it or their packaging contain substances subject to REACH, these are registered in accordance with REACH. It undertakes to transmit to Kron all information and documentation required under the Regulation (in particular pursuant to Art. 31 et seq. of the REACH Regulation) within the time limits provided for under REACH – at the latest upon delivery – or to forward the information from its sub-supplier to Kron without delay.

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- (3) If Kron is held liable by customers, competitors, or authorities for violation of REACH provisions attributable to a product of the Supplier, Kron is entitled to demand from the Supplier indemnification against such claims or compensation for the damage caused by the lack of REACH compliance.
- (4) The aforementioned obligations apply accordingly (with the exception of the registration obligations) if the Supplier is based in a non-EU country. It must in particular inform us if an SVHC substance is present in a quantity exceeding 0.1%, or if substances subject to REACH may be released during normal and foreseeable use.
- (5) The Supplier shall fully comply with environmental requirements under German and European law, including EU Directive 2011/65/EU on the "Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment" (RoHS Directive) and the German Electrical and Electronic Equipment Act (ElektroG).
- (6) Electrical and electronic equipment of every device category, as well as components therefor, must comply with the substance prohibitions of EU Directive 2011/65/EU and the laws, regulations, decisions, and other provisions enacted for its implementation. The Supplier shall provide a written declaration of conformity for this purpose. Such equipment must bear a CE mark and the symbol pursuant to Annex IX of EU Directive 2012/19/EU (WEEE).
- (7) The Supplier warrants that all products meet the requirements of the RoHS Directive. The Supplier shall compensate for all damages and expenses (including costs of legal action) and for all third-party claims based on a violation of the RoHS Directive or other applicable environmental regulations attributable to the Supplier.

H. Product Liability – Indemnification – Liability Insurance Coverage

- (1) Insofar as the Supplier is responsible for a product defect, it is obliged to indemnify us, upon first demand, against third-party claims for damages, to the extent that the cause lies within its sphere of control and organization and it is itself liable in the external relationship.
- (2) Within the scope of its liability for damage events within the meaning of para. (1), the Supplier is also obliged to reimburse any expenses pursuant to Sections 683, 670 BGB or Sections 830, 840, 426 BGB arising from or in connection with a recall action carried out by us. We shall inform the Supplier of the content and scope of the recall measures to be carried out – insofar as possible and reasonable – and give it the opportunity to comment. Other statutory claims remain unaffected.
- (3) The Supplier undertakes to maintain product liability insurance with a coverage amount of €10 million per personal injury/property damage claim – as a lump sum; further claims for damages to which we may be entitled remain unaffected.

I. Intellectual Property Rights

- (1) The Supplier warrants that no third-party rights within the Federal Republic of Germany will be infringed in connection with its delivery.
- (2) If we are held liable by a third party in this respect, the Supplier is obliged to indemnify us upon first written demand against such claims; we are not entitled to make any agreements with the third party

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– in particular to conclude a settlement – without the Supplier's consent.

- (3) The Supplier's indemnification obligation covers all expenses necessarily incurred by us arising from or in connection with the claim by a third party.
- (4) The limitation period is 36 months, calculated from the transfer of risk.

J. Retention of Title – Consigned Materials – Tools – Confidentiality

- (1) We reserve title to materials, substances, tools, templates, samples, and other items provided by us to the Supplier. The Supplier is obliged to insure such items belonging to us, within the meaning of sentence 1, against fire, water, and theft damage at replacement value, at its own expense. At the same time, the Supplier hereby assigns to us all compensation claims arising from this insurance; we accept this assignment herewith.
- (2) Processing or transformation of the aforementioned items by the Supplier is carried out on our behalf. If our reserved goods are processed together with other items not belonging to us, we acquire co-ownership of the new item in proportion to the value of our item (purchase price plus VAT) to the other processed items at the time of processing.
- (3) If the item provided by us is inseparably mixed with other items not belonging to us, we acquire co-ownership of the new item in proportion to the value of the reserved item (purchase price plus VAT) 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 deemed agreed that the Supplier transfers proportional co-ownership to us; the Supplier holds sole ownership or co-ownership in safekeeping for us.
- (4) We reserve title to tools; the Supplier is further obliged to use the tools exclusively for the manufacture of the goods ordered by us. The Supplier is obliged to carry out, at its own expense and in a timely manner, any maintenance and inspection work as well as all repair and servicing work required on our tools. It must notify us immediately of any faults; if it culpably fails to do so, claims for damages remain unaffected.
- (5) The Supplier is obliged to keep strictly confidential all drawings, illustrations, calculations, and other documents and information received, to which we reserve ownership and copyright. These may only be disclosed to third parties with our express consent. This confidentiality obligation shall also apply after completion of this Agreement; it shall lapse if and to the extent that the manufacturing know-how contained in the illustrations, drawings, calculations, and other documents provided has become generally known. This shall not affect separate confidentiality agreements and statutory provisions for the protection of trade secrets.

K. Force Majeure

- (1) An event of force majeure exists in the case of any unforeseeable, serious event, in particular war, terrorist conflict, epidemics, or labor disputes, which is beyond the sphere of influence of a contracting party and by which a contracting party is wholly or partly prevented from fulfilling its obligations, including fire damage, floods, strikes, as well as operational disruptions not caused by

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them, or official orders and lawful lockouts.

- (2) In the event of a hindrance in fulfilling contractual obligations, the affected contracting party shall notify the other party without delay of the occurrence and cessation of the force majeure event. It shall make every effort to remedy the force majeure event and to limit its effects as far as possible.
- (3) The contracting parties undertake to adapt the Agreement to the changed circumstances in good faith. For the duration and to the extent of the direct and indirect effects, the contracting parties are released from their obligations under the purchase agreement and shall not owe any damages in this respect. In addition, either contracting party may withdraw from the Agreement if it is foreseeable that an agreed performance date will be exceeded by more than two weeks.

L. Place of Jurisdiction – Place of Performance

- (1) The law of the Federal Republic of Germany shall apply. The application of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG), is excluded.
- (2) If the Supplier is a merchant, our registered office shall be the place of jurisdiction; however, we are also entitled to sue the Supplier at its place of residence/registered office.
- (3) Unless otherwise stated in the order, our registered office shall be the place of performance.

As of 02/2024