

Mewa General Purchase Terms – SCM

1 Placing orders

Any orders or delivery orders by Mewa shall be subject to these General Purchase Terms. Differing contractor's terms and conditions shall only be valid if Mewa has agreed to them in writing. They will also not be effective even if Mewa has not individually rejected them. The acceptance of supplies, services and payment for them shall not mean that the contractor's terms and conditions have been accepted.

2 Offers, orders, written form

2.1 The preparation of offers or cost forecasts are free of charge. Unless agreed otherwise in specific individual cases, Mewa will not assume any costs or pay any remuneration for consultations, planning and other preliminary work carried out by the contractor in connection with making offers.

2.2 Orders, alterations or additions as well as other agreements made in connection with a contract shall be binding, provided that Mewa has declared or confirmed them in writing. Any other orders, agreements or alterations shall also only be binding if they have been placed or confirmed by Mewa in writing.

3 Prices

3.1 All agreed prices are fixed and free to place of delivery, including packaging and freight costs. VAT is not included in the prices. If, as an exception, a price is agreed ex factory or ex warehouse, Mewa shall only assume the most favourable carriage expenses. The contractor shall assume any costs accruing up to the handover to the carrier, including loading and haulage charges. The contractor shall also bear the shipping risk. The type of pricing shall not touch the agreement regarding the place of performance. Acceptance of the goods shall always be conditional with regard to quality, condition and quantity.

3.2 Price increases by the contractor are subject to Mewa's written confirmation.

3.3 Price increases on the part of the Contractor shall require written confirmation on the part of Mewa.

4 Shipment

4.1 Each shipment must be accompanied by a delivery note stating date and number of order. The documents shall be handed over to the forwarding agent or parcel service or shall be attached to the parcel in such a way that it is clearly visible and easy to access.

4.2 Agreed delivery dates are binding. They are only accomplished if the goods have arrived at the delivery place stated in the order on the agreed delivery date. Regardless of the rights stated under 4.5, Mewa reserves the right to grant an extension of such delivery dates at its own discretion.

4.3 The contractor shall assume any costs accruing up to the handover to the carrier, including loading and haulage charges.

4.4 The place of performance shall be the delivery place stated on the order. For this reason, the risk of loss or damage only passes to Mewa upon arrival of the goods at the delivery place.

4.5 If the delivery date is not met, Mewa shall be entitled to put forth legal claims. In particular, Mewa shall be entitled to resign from the contract if a reasonable deadline expires without success. Furthermore, Mewa shall be entitled to claim damages in place of the delivery of goods if a reasonable deadline expires without success, unless the contractor can prove that he is not responsible for the delay.

4.6 Acceptance of the goods shall always be conditional with regard to quality, condition and quantity.

4.7 If a delivery is delayed due to unforeseeable, unavoidable events beyond the contractor's sphere of influence and for which he cannot be held responsible, such as force majeure, outbreak of war or natural disasters, the contractor shall be exempt from his delivery obligations for the duration of the event and within the scope of its effect. The parties are obliged to adjust their mutual obligations to the changed situation in good faith; this can mean that – even after the elimination of the disruption – Mewa is entitled to either waive the remaining deliveries or to demand the delivery at adjusted conditions.

4.8 Furthermore, the Supplier undertakes to comply with the statutory regulations of the Supply Chain Act and any further national or European regulations on the protection of the environment and human rights in the supply chain (in the version currently valid at the time of delivery). The same applies with regard to chemical compliance (REACH Regulation, POP Regulation), packaging regulation, sustainability, CO₂ emissions ("carbon footprint") and resource conservation.

5 Delivery dates

5.1 If the contractor realizes that he – for whatever reason – will be unable to meet the agreed dates, he shall inform Mewa in writing immediately.

5.2 If the agreed delivery date is exceeded, Mewa – after having extended the deadline by 14 days – shall be entitled to reject the acceptance of the goods and to resign from the contract altogether or, with regard to the remainder that has not yet been delivered, to resign without compensation. Statutory provisions shall govern in the event of an agreed fixed date.

6 Payment

6.1 Unless otherwise agreed, Mewa shall make transfer payments after the invoice and the goods have been received, either within 14 days at 4 % discount, 30 days at 2 % discount or after 60 days purely net. Payments made by Mewa shall not mean that the invoice has been accepted.

6.2 A cession by the contractor of his claims against Mewa requires Mewa's prior agreement. The time limit starts at the date on which Mewa has received

both the invoice and the goods or services have been rendered. The payment will be made subject to checking the invoice.

6.3 Mewa is entitled to offsetting and retention within its legal rights.

7 Warranty

7.1 The delivery/service must comply with the purpose, state-of-the-art technology, EN standards and other statutory laws as well as stipulations by authorities and haulage associations.

7.2 The warranty period shall be one year following taking delivery, however, no more than 24 months following delivery/service.

7.3 If a defect appears within six months of the passage of risk, it will be presumed that the goods were already defective prior to the passage of risk, unless such a presumption is at variance with the nature of the matter or the defect.

7.4 Unless otherwise agreed, the period for examining and demurring the goods shall be no longer than 4 weeks from the date of delivery, in case of latent defects 2 weeks from the date of their discovery. Unless otherwise agreed, the period for examining and demurring the goods shall be no longer than 4 weeks from the date of delivery, in case of latent defects 2 weeks from the date of their discovery.

7.5 Following a request for subsequent improvement, the contractor is obliged to immediately eliminate the defects free-of-charge of the delivery/service which also include the absence of assured properties demurred during the period of warranty. He must not charge any incidental costs for this action. If this is not feasible or if Mewa cannot reasonably be expected to accept the improved items, the contractor is obliged to replace defective items with perfect ones. This shall not affect the entitlement to claim damage.

7.6 If the contractor's subsequent improvement or replacement delivery is delayed, Mewa shall be entitled to improve or have improved the defects at the contractor's cost and once he has been informed thereof. If subsequent improvement is not feasible or reasonable, the right of cancellation or the reduction of price due to defects shall remain unaffected. The warranty right is statute-barred after 12 years following the notice of defect, however, at the earliest upon expiry of the warranty period.

7.7 Irrespective of the above provisions, Mewa is entitled to claim any compensation for damage within its legal rights.

8 Confidentiality – Property

8.1 Any implementation documents passed to the contractor remain the property of Mewa and must not be used for any other purposes or be made accessible to third parties. Any documents, information on supplies/provisions provided or other know-how passed on to the contractor or of which he learns during the business relationship, he must treat confidentially and not pass on to third parties unless this has been expressly authorised in writing by Mewa.

8.2 The contractor is also obliged to keep secret any knowledge or results gained from their application, unless they have been made public without him having a hand in this matter. In particular, he must respect Mewa's copyrights and any other patents or commercial property rights. They must only be used within the scope of contractual agreements. The contractor shall not be entitled to use or have used products based on Mewa's documents, drawings, models, etc. or items which have been produced in accordance with Mewa information. He must not offer or deliver them to third parties, unless Mewa has given him written authorisation to do so.

9 Final clauses

9.1 Mewa's prior written consent is compulsory for the passing on of the order to a third party including the cession of rights and demands deriving from that, with the exception of payment demands.

9.2 If any provisions of these purchase terms are invalid this shall not affect the validity of the other provisions. In such an event, the parties shall be obliged to replace the invalid provision by a valid one which comes as close as reasonably possible to the commercial intentions of the invalid provision.

9.3 Alterations or supplements to this agreement and/or these purchase terms as well as subcontracts shall be made in writing to become valid.

9.4 The contractor declares that the supplied goods are not subject to property rights of a third party.

9.5 The place of jurisdiction in the event of any disputes deriving from this contract shall be Wiesbaden/Germany. However, Mewa reserves the right to take the contractor to court at the place of performance or any other justified place of jurisdiction.

9.6 The law of the Federal Republic of Germany shall apply to the exclusion of the regulations of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

9.7 While cooperating with Mewa, the contractor agrees to conform with the stipulations of compliance management and provides confirmation that they will be followed.

Status: August 2023