

INperfektion GmbH

GENERAL TERMS AND CONDITIONS OF PURCHASE

Date: 30 September 2025

for the commercial transactions of INperfektion GmbH, Friedrich-List-Allee 36, 41844 Wegberg (hereinafter 'INperfektion'). These Terms and Conditions of Purchase are tailored to the procurement of goods, components, assemblies, control cabinets, hardware and software, as well as engineering, design, programming, assembly, commissioning, maintenance, repair and other works and services for automation, robotics and plant engineering projects.

§1 Scope, Order of Precedence, Exclusion of Third-Party Terms

- These General Terms and Conditions of Purchase ('GTCP') apply exclusively to traders (Section 14 of the German Civil Code (BGB)), legal entities under public law and special funds under public law in respect of all orders, contracts and contractual relationships in which INperfektion procures goods or services. They apply in particular to contracts for the sale of goods, contracts for work and labour, contracts for work and materials, service contracts, software contracts, development contracts, assembly contracts, commissioning contracts, maintenance contracts and repair contracts, as well as to mixed contracts.
- These GTCP also apply to all future transactions with the same supplier, provided they have been validly incorporated into the business relationship. The version incorporated at the time the contract is concluded shall prevail.
- Any conflicting, deviating or supplementary General Terms and Conditions of the supplier shall not form part of the contract, even if INperfektion does not expressly object to them, accepts goods or services without reservation, or makes payments. Deviations shall only apply if INperfektion has expressly agreed to them in writing.
- In the event of any conflict, the following order of precedence shall apply: (a) individually negotiated agreements and addenda, (b) the order/contract from INperfektion, including technical specifications and annexes, (c) expressly incorporated quality, confidentiality, IT/cybersecurity or project agreements, (d) these GTC. Mandatory law remains unaffected.
- Legally relevant declarations by the Supplier following the conclusion of the contract, in particular the setting of deadlines, reminders, and declarations of withdrawal, termination or avoidance, must be made in writing as a minimum, unless a stricter form is prescribed by law.

§2 Quotations, Orders, Conclusion of Contract and Amendments

- Quotations, cost estimates, plans and samples provided by the Supplier shall be free of charge to INperfektion, unless otherwise expressly agreed in advance. The Supplier must check the enquiry and order documents for any apparent ambiguities, contradictions, technical unsuitability and completeness, and must notify INperfektion of any such issues without delay.
- Orders placed by INperfektion are only binding if they are placed or confirmed in writing. The Supplier must, as a general rule, confirm orders in writing within five working days. A late confirmation or one that differs in content shall be deemed a new offer.
- The supplier may only make changes to the design, materials, manufacturing process, source of supply, software version, firmware, bill of materials, production site or subcontractors – which may affect the nature, function, safety, approval, deliverability or service life – with the prior written consent of INperfektion.
- INperfektion may demand reasonable changes to the design, specification, quantity, place of delivery or delivery date until the contract has been fully performed. The supplier must notify INperfektion immediately, in a comprehensible manner and prior to implementation, of any effects on price and delivery date. If such notification is not provided in due time, the supplier may claim additional remuneration only to the extent that INperfektion was obliged to recognise the additional costs.
- The use of subcontractors for material contractual obligations requires the prior consent of INperfektion. The supplier remains liable for their services as if they were its own actions.

§3 Prices, Invoices and Payment

- The prices stated in the order are fixed prices. Unless otherwise agreed, they are exclusive of statutory value added tax and inclusive of all ancillary services necessary for the proper performance of the contract, as well as packaging, transport, insurance, customs, travel, testing, documentation and incidental costs.
- Invoices must be verifiable and must specify the order number, order item, delivery note number, delivery date, project/cost centre details and the invoicing details required by law. Invoices should be sent electronically to the invoicing address designated by INperfektion.
- Payment periods shall only commence upon complete delivery or performance in accordance with the contract, any agreed acceptance and receipt of a valid invoice. Unless otherwise agreed, INperfektion shall pay net within 30 calendar days. Any agreed discount shall remain unaffected by the assertion of legitimate rights arising from defects.
- INperfektion is entitled to rights of set-off and retention to the extent provided for by law. The supplier may only set off against undisputed or legally established claims; the supplier is only entitled to a right of retention in respect of claims arising from the same contractual relationship.
- Receivables against INperfektion may only be assigned with prior written consent. Section 354a of the German Commercial Code (HGB) remains unaffected.

§4 Delivery dates, default, contractual penalty

- Agreed delivery and performance dates, as well as milestones, are binding. The decisive factor is the complete receipt of the contractual performance at the agreed place of performance; in the case of agreed acceptance, it is the timely readiness for acceptance.
- If the supplier realises that deadlines are at risk, they must inform INperfektion without undue delay in writing of the cause, the expected duration, the consequences and specific countermeasures.
- This duty to inform does not affect the supplier's liability.
- In the event of a delay in delivery or performance, INperfektion shall be entitled to its statutory rights. In particular, INperfektion may, in accordance with the statutory requirements, make substitute purchases or carry out the work itself and claim additional costs.
- In the event of a culpable failure to meet a delivery or performance deadline expressly designated as binding, INperfektion may claim a contractual penalty of 0.5 per cent of the net order value of the delayed performance for each completed calendar week, up to a maximum of 5 per cent of this net order value. The supplier reserves the right to prove that no damage, or only significantly less damage, has been incurred. Further claims for damages remain unaffected, subject to the deduction of the contractual penalty. INperfektion may reserve the right to claim the contractual penalty right up to the final payment.
- Early deliveries, partial deliveries and excess or short deliveries require the consent of INperfektion, unless they are customary in the trade and reasonable for INperfektion.

§5 Delivery, packaging, dispatch, transfer of risk and acceptance

- Unless otherwise agreed, deliveries shall be made on a DDP (Incoterms® 2020) basis to the location specified in the order; if no such specification is provided, to INperfektion's registered office in Wegberg. Any deviation from this Incoterms clause requires express agreement.
- Each delivery must be accompanied by a delivery note stating the order number, item, article/material number, quantity, country of origin, customs tariff number – where applicable – as well as the necessary safety, test and conformity documents.
- In the case of sales contracts and contracts for work and materials, the risk shall pass to INperfektion upon handover at the place of performance. If acceptance has been agreed or is required by law, the risk shall not pass until acceptance has taken place. The transfer of title and the transfer of risk are independent of one another.
- Packaging must be suitable for transport, resource-efficient and limited to the necessary extent. Any specific regulations regarding packaging, labelling, dangerous goods or load securing must be complied with.
- Unconditional acceptance, payment, use, commissioning or further processing shall not be deemed to constitute acknowledgement of conformity with the contract and shall not replace any agreed acceptance.

§6 Quality, technical requirements, documentation and change management

- The supplier guarantees that its services comply with the state of the art, recognised technical standards, the agreed specifications, drawings, requirements and functional specifications, standards, and all relevant legal and regulatory requirements at the destination.
- In the case of safety-critical components, control cabinets, machinery or robotics components, the relevant conformity, safety and documentation requirements must be complied with. The necessary declarations, certificates, test reports, risk assessments, material certificates, and operating and maintenance instructions must be supplied in full and in a timely manner in German and, where agreed on a project-specific basis, additionally in English.
- The supplier shall maintain an appropriate quality management system and document quality-related tests. INperfektion is entitled, subject to reasonable prior notice, to carry out audits itself or through third parties bound by confidentiality obligations, provided there is a legitimate reason to do so and the supplier's trade secrets are adequately protected.
- The supplier must immediately report any impending serial, safety or systematic faults, as well as any deviations, and implement appropriate containment, analysis and corrective measures at its own expense. Upon request, a structured root cause analysis, for example in the form of an 8D report, must be submitted.
- The supplier shall ensure the traceability of products and safety/quality-relevant components to an appropriate extent.

§7 Rights in respect of defects, inspection and notice of defects

- The statutory provisions shall apply to material defects, defects of title and other breaches of duty, unless otherwise stipulated below. The agreed quality comprises, in particular, specifications, drawings, data sheets, approved samples, performance parameters and the intended use as stipulated in the contract.
- The commercial duty to inspect and give notice of defects is governed by Section 377 of the German Commercial Code (HGB), subject to the following proviso: INperfektion's duty to inspect is limited to an incoming goods inspection that is reasonable in the ordinary course of business, in particular with regard to identity, quantity, externally visible transport and packaging damage, and quality deviations detectable by random sampling. In the case of complex, packaged components, those requiring installation, or those that can only be inspected during the production process,

- a more extensive duty to inspect shall apply only insofar as this is reasonable in the individual case. In any event, a notice of defect shall be deemed to have been given in due time if, in the case of obvious defects, it is dispatched within five working days of delivery and, in the case of hidden defects, within five working days of discovery.
3. INperfektion may, at its discretion, demand rectification of the defect or delivery of a defect-free item as a form of subsequent performance, provided that the chosen method of subsequent performance is not unreasonable for the supplier. All expenses necessary for the purpose of subsequent performance, in particular costs for testing, sorting, transport, travel, labour, materials, removal and installation, shall be borne by the supplier in accordance with the statutory provisions.
 4. If the remedy has failed, is unreasonable, or if, due to particular urgency – in particular to avert dangers, production stoppages or disproportionate damage – it is unreasonable to set a prior deadline, INperfektion may remedy the defect itself or have it remedied by third parties and demand reimbursement of the necessary expenses. The supplier shall be informed in advance where possible.
 5. The limitation period for claims for defects is, insofar as permitted by law and provided no longer statutory period applies, 36 months from the transfer of risk; in the case of agreed acceptance, from the date of acceptance. For repaired or replaced parts, the limitation period regarding the rectified defect shall recommence, provided that the supplier acknowledges its liability through the subsequent performance or the circumstances justify this.
 6. Statutory rights of recourse within the supply chain remain unaffected.
- §8 Product liability, recalls, insurance**
7. The supplier shall indemnify INperfektion against any justified claims by third parties arising from personal injury or damage to property, insofar as the cause of the damage is attributable to the supplier's sphere of control and organisation and the supplier is itself liable in its dealings with third parties. Statutory rules on contributory causation and compensation remain unaffected.
 8. The supplier shall reimburse INperfektion, to the extent required by law, for any expenses arising from or in connection with warning, field, sorting, replacement or recall measures, provided that the cause of such measures falls within the supplier's sphere of responsibility. INperfektion shall, as far as possible and reasonable, inform the supplier prior to the implementation of significant measures and give the supplier the opportunity to comment.
 9. The Supplier shall maintain business and product liability insurance appropriate to the industry and the risks involved for the duration of the contract and for a reasonable period of extended liability. Proof of suitable insurance must be provided on request. Insurance shall not limit contractual or statutory liability.
- §9 Materials, tools, property**
1. Materials, parts, data, equipment, tools, fixtures, test equipment, samples and other items provided by INperfektion shall remain the property of INperfektion. They must be marked as the property of INperfektion, stored separately, handled with care and adequately insured against loss and damage.
 2. Any processing, mixing or combining of materials supplied by the supplier shall be carried out on behalf of INperfektion. Insofar as this gives rise to co-ownership, the proportion of such co-ownership shall be determined by the ratio of the value of the materials supplied to the value of the other components at the time of processing.
 3. Special tools, fixtures and test equipment manufactured or procured by the supplier at INperfektion's expense shall become the property of INperfektion upon full payment at the latest, unless expressly agreed otherwise. The supplier shall hold them in safekeeping on behalf of INperfektion and may use them solely for the purpose of fulfilling the contract.
 4. Any retention of title by the supplier shall be recognised only as a simple retention of title until payment for the goods delivered in each instance has been made. Extended, transferred or prolonged retentions of title shall not be recognised.
- §10 Industrial property rights, work results, software and rights of use**
1. The supplier warrants that the contractual use of its services in the agreed countries of destination does not infringe any third-party rights, in particular patent, trade mark, design, copyright or other intellectual property rights. In the event of a culpable infringement, the supplier shall indemnify INperfektion against any justified claims by third parties and shall bear the necessary costs of legal defence, provided that INperfektion enables the supplier to conduct the legal defence to a reasonable extent.
 2. Insofar as the supplier produces individual work products on behalf of INperfektion, in particular designs, circuit diagrams, PLC/robot programmes, HMI visualisations, software, source code, documentation, CADEPLAN data, calculations or other development work, the supplier shall grant INperfektion, upon creation of the work or, at the latest, upon full payment, a right of use that is unlimited in time, place and content, transferable and sub-licensable, for all known types of use relevant to the purpose of the contract, provided that this is not precluded by any mandatory rights of third parties.
 3. The right of use shall include, in particular, reproduction, adaptation, further development, integration with other systems, translation, documentation, commissioning, operation, maintenance, fault rectification, migration, and the transfer to customers, affiliated companies and service providers commissioned by them, insofar as this is necessary for the project, operation, maintenance or service.
 4. Any pre-existing standard software, libraries, tools and open-source components belonging to the Supplier shall remain subject to the Supplier's rights. The Supplier grants INperfektion the rights necessary for the contractual use, maintenance and transfer to the respective end customer and shall provide information on essential licence conditions, in particular copyright obligations, prior to the conclusion of the contract.
 5. Where source code, development files, passwords, configuration data or engineering files are required for operation, maintenance or further development, these shall be supplied to the agreed extent. In the case of customised software, the Supplier is obliged to ensure long-term maintainability.
- §11 Confidentiality, Information Security and Data Protection**
1. All non-public commercial, technical and organisational information belonging to INperfektion and its customers, in particular drawings, models, calculations, software, access data, production and project data, must be treated as confidential and used exclusively for the purpose of fulfilling the contract. Statutory rights to the protection of trade secrets remain unaffected.
 2. The supplier may only disclose confidential information to those employees and authorised subcontractors who require it for the performance of the contract and who are accordingly bound by a duty of confidentiality. This obligation shall continue to apply after the end of the contract for as long as there is a legitimate interest in maintaining confidentiality.
 3. The Supplier shall implement technical and organisational measures appropriate to the state of the art to protect IT systems, data and interfaces against unauthorised access, malware, manipulation and data loss. Security incidents with a possible connection to services provided to INperfektion must be reported immediately.
 4. If the Supplier processes personal data on behalf of INperfektion, a data processing agreement complying with statutory requirements must be concluded prior to the commencement of processing. The Supplier may only process personal data to the extent permitted by law.
- §12 Compliance, Export Control, Human Rights and the Environment**
1. The Supplier shall comply with all laws and regulatory requirements applicable to it and to the performance of the contract. This includes, in particular, regulations on anti-corruption, the prevention of money laundering, competition law, health and safety at work, the minimum wage, environmental and product safety, and – where applicable – human rights and environmental due diligence obligations.
 2. The Supplier shall comply with applicable export control, sanctions and foreign trade legislation. It shall provide INperfektion in good time with all information required for export, transfer or re-export, in particular the customs tariff number, country of origin, preferential origin and relevant export control classifications.
 3. The supplier shall inform INperfektion without delay of any actual or imminent breaches that could significantly impair the ability to supply, the lawfulness or the use of the contractual service.
 4. The Supplier shall take reasonable steps to ensure that its subcontractors engaged for the performance of the contract also comply with the above principles.
- §13 Packaging and packaging waste – PPWR / Packaging legislation**
1. The supplier guarantees that all packaging and packaging materials used or supplied by it in connection with the delivery comply with the applicable EU and national packaging legislation. This includes, in particular, Regulation (EU) 2025/40 on packaging and packaging waste (PPWR) in its currently applicable version, the delegated acts and implementing acts adopted in this regard, and supplementary national provisions, including obligations under German packaging law that remain in force, insofar as they apply to the supplier, the packaging or the specific supply chain.
 2. The supplier shall fulfil all obligations incumbent upon them under the PPWR in their respective role as an economic operator, in particular as a producer, supplier, importer, distributor, manufacturer or final distributor. A contractual transfer of obligations does not alter the public-law liability of the person legally obliged in each case.
 3. In particular, the supplier shall ensure that the applicable requirements regarding substance restrictions, recyclability, recycled content, compostability, minimisation of weight and volume, reusability, labelling, traceability and other sustainability requirements are complied with, in each case from the date of application prescribed by law.
 4. The supplier shall, either unsolicited or upon request, provide INperfektion in a timely manner with all information and documentation required by INperfektion or a downstream economic operator to demonstrate the conformity of the packaging or packaging material. This includes, in particular, the information and documentation required under Article 16 of the PPWR as well as – if applicable – technical documentation, test reports, material and substance information, declarations of conformity, and identification and traceability data. The documents must be provided electronically in German or English, unless otherwise required by law.
 5. Where the supplier is subject to registration, system participation, reporting, proof of compliance, take-back or financing obligations under the PPWR or national law, they shall fulfil these obligations in a timely manner and at their own expense. Upon request, they shall provide INperfektion with evidence of compliance in a suitable form.
 6. The supplier must not supply INperfektion with packaging or packaging materials whose compliance is in doubt or where non-compliance has been established. If the supplier subsequently becomes aware of actual or potential non-compliance, they must inform INperfektion immediately in writing, clearly identify the affected deliveries and initiate all necessary corrective measures at their own expense.
 7. Any changes to packaging materials, packaging design, material composition, the supply chain or manufacturing processes that may affect compliance with packaging legislation must be notified to INperfektion prior to implementation and, where such changes have a significant impact, require prior approval.
 8. The Supplier shall indemnify INperfektion against any justified claims by third parties, costs imposed by the authorities and necessary expenses arising from a breach of the obligations assumed in this Section 13 for which the Supplier is responsible. Fines or other sanctions shall only be reimbursed to the extent that such passing on of costs is permitted by law. Any further statutory claims remain unaffected.
 9. The above obligations apply irrespective of whether the packaging itself is the subject matter of the contract or merely serves the purpose of transporting, protecting, handling or making available the goods ordered.

§14 Spare parts, obsolescence and availability

10. In the case of components intended for plant, machinery or automation systems, the Supplier shall inform INperfektion in good time of any planned product discontinuations, significant changes and replacement products.
11. Insofar as is appropriate given the nature of the product and the business relationship, the Supplier shall guarantee the supply of spare and wear parts for a period customary in the market or shall offer technically suitable alternatives in due time. Specific project-related spare parts lead times shall take precedence.
12. In the event of the discontinuation of critical components, INperfektion must be given a reasonable opportunity to place a final order timely insofar as this is possible and reasonable for the supplier.

§15 Force majeure and supply chain disruptions

1. Events of force majeure shall release the affected party from its relevant performance obligations for the duration and to the extent of their direct effects, provided that the event could not have been avoided even with reasonable precautions. The affected party must inform the other party without delay of the cause, expected duration, effects and countermeasures.
2. The supplier is obliged to take reasonable measures to minimise damage and resume performance. Procurement risks, price increases, staff shortages or disruptions to performance by subcontractors do not in themselves constitute force majeure, provided they can be managed through reasonable precautions or alternative procurement.
3. If a material disruption to performance lasts for more than 30 calendar days or if the fulfilment of the purpose of the contract is seriously jeopardised, INperfektion may withdraw from the contract in respect of the affected part of the performance or terminate a continuing obligation contract for good cause, insofar as continued performance is unreasonable.

§16 Termination of contracts for work and services, service contracts and contracts of continuous obligation

1. Statutory rights of termination and withdrawal remain unaffected. In the case of contracts for work and services, the statutory rights to terminate at will and to terminate for good cause remain unaffected in particular.
2. In the case of project-related services, should the contract be terminated, the supplier must return all work deliverables, documentation, source/project files and items belonging to INperfektion in an organised manner and assist with an orderly handover.
3. Remuneration and settlement following termination of the contract shall be governed by the statutory provisions and the individual agreements entered into.

§17 Place of performance, governing law, place of jurisdiction, final provisions

1. The place of performance for deliveries and services is the destination specified in the order; if no destination is specified, it is Wegberg. For payments, the place of performance is Wegberg.
2. The law of the Federal Republic of Germany shall apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and conflict-of-law rules, insofar as such exclusion is permissible.
3. If the Supplier is a trader, a legal person under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from and in connection with the contractual relationship shall be the registered office of INperfektion, insofar as this is permitted by law. INperfektion is also entitled to bring legal proceedings against the Supplier at the Supplier's general place of jurisdiction or at the place of performance.
4. Should any individual provisions of these General Terms and Conditions of Purchase be or become invalid or unenforceable, in whole or in part, the validity of the remaining provisions shall remain unaffected. Invalid provisions shall be replaced by the relevant statutory provisions. Section 306 of the German Civil Code (BGB) remains unaffected.
5. The German version shall prevail. Unless expressly agreed otherwise, translations are provided for information purposes only.

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