

## Terms and Conditions of Purchase of SPINNER automation GmbH

(Status April 2024) Elly-Beinhorn-Str. 4, D-71706 Markgröningen:

### I. General information / Scope of application

All orders are subject exclusively to these Terms and Conditions of Purchase of SPINNER automation GmbH. We shall only recognise any general terms and conditions of the supplier that conflict with or deviate from our terms and conditions of purchase if we have expressly agreed to them in writing. The acceptance of goods or services from the supplier or payment thereof does not constitute consent.

### II. Contract conclusion

1. Contracts, delivery schedules and orders, as well as any changes thereto, must be made in writing. The same applies to deviations in quality and quantity from the content of our order and to subsequent changes to the contract. In individual cases, the ordering standards and drawings specified by us, including tolerance specifications, are binding. By accepting the order, the supplier acknowledges that they have familiarised themselves with the type of design and scope of services by reviewing the available component data. We shall not be bound by any obvious errors, typing or calculation errors in the order itself or in the documents, drawings and plans submitted by us. The supplier is obliged to inform us of any such errors. The same applies to missing documents or drawings
2. Orders are only binding on us if they are confirmed in writing by the supplier within 14 days of receipt, stating a binding delivery date, unless otherwise agreed in individual cases.
3. Drawings, tools, samples, models, trademarks and packaging or similar items, as well as finished and semi-finished products provided by us or manufactured on our behalf, remain our property and may only be supplied to third parties with our express written consent. Unless otherwise agreed in individual cases, these must be returned to us immediately upon completion of the order without being requested to do so. Products manufactured or labelled using such production resources, trademarks and packaging may only be supplied to third parties with our express written consent.

### III. Delivery and shipping

1. The agreed delivery periods and dates are binding and refer to arrival at the place of performance. The supplier is in default if the agreed delivery date has not been met. In the absence of an agreement, he shall be in default if he has not complied with the delivery time that is reasonable and customary under the circumstances.
2. If agreed deadlines are not met, the statutory provisions shall apply. If delays are to be expected, the supplier must notify us immediately and obtain our decision on whether to maintain the order.
3. Partial deliveries are generally not permitted unless we have expressly agreed to them.
4. The unconditional acceptance of a delayed delivery or service does not constitute a waiver of our claims due to delayed delivery/service.
4. We are entitled to refuse acceptance of goods before the delivery date expires.
5. The risk shall pass to us upon acceptance by our receiving centre.

### IV. Force majeure

War, civil war, trade restrictions due to political circumstances, strikes, lockouts, operational disruptions, operational restrictions and other unavoidable events that make it impossible or unreasonable for us to fulfil the contract are considered force majeure and release us from the obligation to accept delivery on time for the duration of their occurrence. The contracting parties are obliged to inform each other of this immediately and to adjust their obligations to the changed circumstances in good faith.

### V. Quality and acceptance

1. The supplier guarantees that its deliveries comply with the technical data and specifications required by us, the applicable accident prevention and VDE regulations, the applicable legal provisions and the latest recognised rules of technology.
2. The supplier shall carry out quality checks appropriate to the type and scope of the goods in order to ensure the quality of its deliveries.
3. The values determined during our goods receipt inspection and quality control are decisive for dimensions, quantities and quality.
4. Acceptance of the goods is subject to inspection for defects, in particular for correctness and completeness, insofar and as soon as this is feasible in the ordinary course of business.
5. The supplier waives the objection of late notification of defects.
6. If we or our customers are charged additional fees by customs authorities due to incorrect declarations of origin, or if we or our customers suffer any other financial disadvantage as a result, and if the error is based on incorrect information of origin provided by the supplier, the supplier shall be liable for this. If the supplier delivers products within the meaning of Article 3 of Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorisation and

**SPINNER automation GmbH**  
Elly-Beinhorn-Straße 4  
D-71706 Markgröningen  
Deutschland / Germany

Tel.: +49 (0) 7145 / 93 508 - 0  
Fax; +49 (0) 7145 / 93 508 - 55  
sales@spinner-automation.de  
www.spinner-automation.de

**Customer service / Hotline:**  
Tel.: +49 (0) 7145 / 93508 - 60  
service@spinner-automation.de

**Bank details:**  
Kreissparkasse Ludwigsburg  
IBAN: DE34 6045 0050 0030 1069 74  
BIC: SOLADES1LGB

**Other banks:**  
Deutsche Bank  
IBAN: DE43 6047 0024 0034 3236 00  
BIC: DEUTDE33

**Entry in the commercial register:**  
Stuttgart District Court, HRB 206545  
VAT ID no. DE225524733  
EORI no. DE7734840

**Management:**  
Dominik Jauch, Jörn Maier  
Registered office of the company:  
Markgröningen



Restriction of Chemicals (REACH Regulation), it shall ensure that it adequately fulfils its obligation to pass on certain information in accordance with Article 33 of the REACH Regulation.

#### VI. Terms of payment

1. Unless otherwise agreed, invoices shall be paid within 14 days with a 3% discount on the gross invoice amount or within 30 days net from the due date of the payment claim and receipt of both the invoice by SPINNER automation GmbH/Markgröningen and the goods or services.
2. Payment shall be made subject to invoice verification and proper delivery.
3. In the event of advance payment, we are entitled to request a bank guarantee.
4. Claims against us may only be assigned with our written consent.

#### VII. Liability for defects

1. The supplier guarantees that the goods, including their presentation and labelling, comply with our specifications. Our order or commission shall be executed professionally and appropriately in accordance with the current state of the art.
2. The statutory provisions on material defects and defects of title shall apply, unless otherwise specified below.
3. We shall notify the supplier immediately of any defects or poor performance of the delivery as soon as they are discovered in the normal course of business. In the event of delivery of defective goods, the supplier shall be given the opportunity to remedy the defect (repair/replacement). We are entitled to this right of choice. The supplier has the option of refusing the type of subsequent performance chosen by us under the conditions of Section 439 para. 2 of the German Civil Code (BGB). In urgent cases, we are entitled to carry out the rectification ourselves or have it carried out by a third party. An urgent case exists in particular if it is necessary to avert acute dangers, to prevent major damage, or if rectification by the supplier is no longer possible or unreasonable from a time perspective. The supplier shall be informed of such action without delay. The supplier shall reimburse us for all costs incurred as a result.
4. In the event of compensation for damages, the supplier is obliged to compensate us for the damage incurred directly and/or indirectly as a result of a defect. This also includes compensation for consequential damage caused by the defect.
5. When assuming a procurement risk and/or a guarantee, the supplier shall be liable regardless of fault.
6. The warranty period is generally one year from delivery of the goods (transfer of risk). It shall be extended accordingly if we are obliged by our customers to provide longer warranty periods. If claims are made against us on the basis of recourse within the meaning of Section 478 of the German Civil Code (BGB), the deadlines specified therein shall apply.
7. In the event of legal defects for which he is responsible, the supplier shall indemnify us against any claims that may be asserted by third parties.
8. For parts delivered as replacements within the warranty period, the limitation period shall generally recommence from the date on which the replacement delivery was made. For parts repaired within the warranty period, the new start of the limitation period only applies to the original defect and the consequences of the repair. This shall not apply if, when carrying out the repair, the supplier has expressly and correctly reserved the right to carry out the repair only as a gesture of goodwill, to avoid disputes or in the interests of maintaining the supply relationship.
9. If we incur costs as a result of defective delivery or other poor performance, in particular transport, material, labour, replacement costs and costs for incoming inspections exceeding the usual scope, the supplier shall reimburse us for these costs.

#### VIII. Product liability

1. In the event that claims are made against us on the basis of product liability or similar, no-fault and non-waivable liability principles under foreign law, the supplier shall indemnify us against such third-party claims, insofar as the damage was caused by a defect in the delivered goods. The principles of Section 254 of the German Civil Code (BGB) shall apply mutatis mutandis to compensation for damages between us and the supplier. This also applies in the event of a direct claim against the supplier. If the cause of the damage lies within the supplier's area of responsibility, they must prove that they are not at fault. With regard to these claims, the supplier waives the defence of limitation as long as we ourselves can be held liable.
2. In the cases specified in VIII, the supplier shall bear all associated costs and expenses. In all other respects, the statutory provisions shall apply.
3. If we and/or the customer are obliged to recall the goods and/or bear the costs of the recall due to a fault caused by the supplier's goods, the supplier shall be obliged to bear the costs or indemnify us. This shall only apply insofar as the supplier is at fault; the principles of Section 254 of the German Civil Code (BGB) shall apply accordingly. The supplier shall be informed immediately of any action taken or claim made in accordance with sentence 1.

**SPINNER automation GmbH**  
Elly-Beinhorn-Straße 4  
D-71706 Markgröningen  
Deutschland / Germany

Tel.: +49 (0) 7145 / 93 508 - 0  
Fax; +49 (0) 7145 / 93 508 - 55  
sales@spinner-automation.de  
www.spinner-automation.de

**Customer service / Hotline:**  
Tel.: +49 (0) 7145 / 93508 - 60  
service@spinner-automation.de

**Bank details:**  
Kreissparkasse Ludwigsburg  
IBAN: DE34 6045 0050 0030 1069 74  
BIC: SOLADES1LGB

**Other banks:**  
Deutsche Bank  
IBAN: DE43 6047 0024 0034 3236 00  
BIC: DEUTDEB635

**Entry in the commercial register:**  
Stuttgart District Court, HRB 206545  
VAT ID no. DE225524733  
EORI no. DE7734840

**Management:**  
Dominik Jauch, Jörn Maier  
Registered office of the company:  
Markgröningen



### IX. Property rights

The supplier warrants that the intended use of the delivered goods does not infringe any third-party rights, in particular that no patents or other third-party property rights are infringed. He shall indemnify us and our customers against all claims arising from the use of such property rights.

### X. Services

Persons who carry out work on our premises in fulfilment of a contract must observe the provisions of the works regulations. Liability for accidents is excluded, unless they were caused by intentional or grossly negligent breach of duty by our legal representatives or vicarious agents.

### XI. Ownership of information and materials provided

1. All commercial and technical information transmitted and made available by us must be kept confidential from third parties, unless it is demonstrably in the public domain. We reserve all rights to such information.
2. Drawings, designs, samples, specifications, internal company data, tools, equipment, etc., which we have provided to the supplier for the purpose of submitting a quotation or executing an order, remain our property. They must be stored with the care of a prudent businessman and may only be used for our orders. The items manufactured using the material provided by us or produced according to our confidential specifications or using our tools or replica tools may not be used by the supplier itself or offered or supplied to third parties.

### XII. Compliance

1. The supplier undertakes to comply with the respective legal regulations governing the treatment of employees, environmental protection, data protection and occupational safety.
2. In the event that a supplier repeatedly and/or despite a corresponding warning behaves unlawfully and fails to prove that the violation of the law has been remedied as far as possible and that appropriate precautions have been taken to prevent future violations of the law, we reserve the right to withdraw from existing contracts or to terminate them without notice.

### XIII. Miscellaneous

1. Ancillary agreements must be made in writing to be valid. Should any provision be or become invalid, this shall not affect the validity of the remaining provisions.
2. German law applies exclusively, excluding conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods.
3. The place of performance is the place to which the goods are to be delivered or the service provided in accordance with the order.
4. The place of jurisdiction for all disputes arising from the contractual relationship is Stuttgart. We shall also be entitled to sue the supplier at the court of its registered office or at the court of the place of performance.

**SPINNER automation GmbH**  
Elly-Beinhorn-Straße 4  
D-71706 Markgröningen  
Deutschland / Germany

Tel.: +49 (0) 7145 / 93 508 - 0  
Fax; +49 (0) 7145 / 93 508 - 55  
sales@spinner-automation.de  
www.spinner-automation.de

**Customer service / Hotline:**  
Tel.: +49 (0) 7145 / 93508 - 60  
service@spinner-automation.de

**Bank details:**  
Kreissparkasse Ludwigsburg  
IBAN: DE34 6045 0050 0030 1069 74  
BIC: SOLADES1LBG

**Other banks:**  
Deutsche Bank  
IBAN: DE43 6047 0024 0034 3236 00  
BIC: DEUTDE33

**Entry in the commercial register:**  
Stuttgart District Court, HRB 206545  
VAT ID no. DE225524733  
EORI no. DE7734840

**Management:**  
Dominik Jauch, Jörn Maier  
Registered office of the company:  
Markgröningen

