Technische Antriebselemente GmbH

Lademannbogen 45 · 22339 Hamburg · Germany · www.technische-antriebselemente.de

Technische Antriebselemente GmbH — General Terms and Conditions of Purchase

As of: July 2026

These conditions apply exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), to legal persons under public law and to special funds under public law.

Our orders are placed exclusively on the basis of the following conditions of purchase. We object to any deviating, conflicting or supplementary general terms and conditions of the Supplier; they shall not become part of the contract, even if we do not separately object to them or accept the delivery without reservation in the knowledge of such terms. Our conditions of purchase shall also apply to all future business relations with the Supplier without any need for renewed incorporation.

1. Order, Conclusion of Contract

1.1 Orders, call-offs and any amendments or additions thereto shall only be binding if submitted or confirmed by us in text form (Section 126b BGB). Verbal or telephone collateral agreements require our confirmation in text form to become effective.

1.2 If the Supplier's order confirmation deviates from our order, it shall only become part of the contract if we agree to it in text form. If the Supplier does not accept the order in text form within five working days of receipt, we shall be entitled to revoke it.

1.3 Obvious errors as well as clerical, printing and calculation mistakes in our documents shall not be binding on us; the Supplier shall correct them or query them with us before execution.

1.4 These conditions of purchase shall also apply to all future orders placed with the Supplier. The Supplier's conflicting terms and conditions shall not become part of the contract.

1.5 We reserve title and copyright to any illustrations, drawings, calculations, samples, models and other documents provided to the Supplier. They shall be treated as confidential, used exclusively for the execution of our order, must not be made accessible to third parties without our consent in text form, and shall be returned to us unsolicited after the order has been executed.

2. Prices, Invoicing, Payment

2.1 The Supplier is bound by the prices stated by him. The agreed prices are fixed prices and – subject to any deviating agreement – are understood free to the named place of receipt including packaging and transport insurance, plus statutory value added tax.

2.2 Invoices shall be issued separately for each order stating our order and item number and must not be enclosed with the goods. We shall be entitled to require and process electronic invoices in the structured format pursuant to EN 16931 (e-invoice); the Supplier shall ensure a suitable transmission channel.

2.3 Unless otherwise agreed, payments shall be made within 14 days with a 3 % early-settlement discount or within 30 days without deduction. The payment period shall commence once the delivery or service has been rendered in full and free of defects and a proper, verifiable invoice has been received by us.

2.4 Payments shall not constitute acknowledgement of the delivery or service as being in conformity with the contract and shall not affect our rights in respect of defects.

2.5 We are entitled to rights of set-off and retention to the statutory extent. In the case of a defective delivery, we shall be entitled to withhold payment to a reasonable extent until proper performance.

3. Delivery, Packaging, Passing of Risk

3.1 The obligations of the Supplier include delivery of the goods to the place of delivery. The place of delivery shall be the place of receipt named by us or, in the absence of such designation, our registered office. Risk – including in the case of an agreed dispatch – shall pass to us there.

3.2 All costs arising up to delivery at the place of delivery shall be borne by the Supplier; these include, in particular, the costs of transport, packaging and transport insurance.

3.3 A delivery note stating our order number shall be enclosed with the delivery. Partial deliveries as well as excess or short deliveries require our prior consent in text form.

3.4 The Supplier shall comply with the applicable packaging and waste legislation and shall take back packaging at our request.

4. Delivery Time, Default, Force Majeure

4.1 The delivery dates and periods stated in our order are binding. Receipt of the complete and defect-free goods or service at the place of delivery shall be decisive for compliance.

4.2 The Supplier is obliged to inform us without delay in text form as soon as it becomes apparent to him that an agreed delivery date cannot be met; the causes and the expected duration of the delay shall be stated. Our statutory rights arising from default or impossibility shall remain unaffected.

4.3 If the Supplier is in default, we shall be entitled to the statutory claims. After the unsuccessful expiry of a reasonable grace period set by us, we shall in particular be entitled to obtain cover elsewhere and to claim damages in lieu of performance. Acceptance of a delayed delivery without reservation shall not constitute a waiver of claims for compensation.

4.4 Force Majeure. In the event of force majeure and other events beyond the reasonable control of a party – in particular natural disasters, epidemics/pandemics, war, embargoes and sovereign measures, shortage of energy or raw materials, cyberattacks and labour disputes (strike/lockout) – the performance periods shall be extended by the duration of the impediment plus a reasonable start-up period. The affected party shall inform the other without delay. If the impediment is likely to be permanent, both parties shall be entitled to withdraw from the contract; considerations already rendered shall be refunded.

5. Assignment, Set-off, Retention

5.1 The Supplier may only assign claims against us arising from this contract to third parties with our prior consent in text form. Section 354a of the German Commercial Code (HGB) shall remain unaffected.

5.2 Clause 5.1 shall not apply to the assignment of claims against a pre-supplier from whom the Supplier obtains the goods or parts thereof under an extended retention of title. Where, in such a case, we are barred from setting off against claims of the Supplier, we may demand the provision of reasonable security; at our choice, this may also be provided by way of a self-debtor guarantee of a German bank.

5.3 The Supplier may only set off with undisputed or legally established claims; rights of retention and to withhold performance are available to him only under the same conditions and only to the extent that they are based on the same contractual relationship.

6. Inspection of Defects, Warranty

6.1 The Supplier warrants that, at the time risk passes (clause 3.1), the goods are of the agreed quality, comply with the recognised rules of technology and with the applicable statutory and official provisions – in particular relating to product, occupational and environmental safety and to CE marking. The statutory provisions on quality shall remain unaffected.

6.2 A notice given within the scope of our commercial obligation to inspect and give notice of defects (Section 377 HGB) shall be in due time if, in the case of obvious defects, it is given within ten working days of receipt of the goods at the place of delivery and, in the case of hidden defects, within ten working days of their discovery, in text form.

6.3 In the case of a defective delivery, the Supplier shall be obliged, at our choice, to remedy the defect (subsequent improvement) or to make a replacement delivery within a reasonable period set by us, and shall bear the expenses required for this purpose. He is not entitled to refuse the type of subsequent performance chosen by us.

6.4 If subsequent performance fails, is unreasonable for us or goods of the same kind are again delivered defective, we shall be entitled – without prejudice to further claims – to reduce the price or to withdraw from the contract. In cases of imminent danger or urgency we may, after the unsuccessful expiry of a reasonable period, carry out the subsequent performance ourselves or have it carried out by third parties at the Supplier's expense.

6.5 The limitation period for claims based on defects shall be 36 months from delivery, unless a longer statutory period applies. For replacement deliveries and subsequent improvements, the period shall begin anew upon their completion. The limitation period shall be suspended from receipt of our notice of defect until rejection or completion of subsequent performance.

6.6 If the Supplier has delivered the goods to us for resale or they are intended for installation in a product manufactured by us, our periods for inspection and notice of defects shall begin at the earliest once our customer has had the opportunity to inspect. Recourse against the Supplier pursuant to Sections 445a, 445b, 478 BGB shall remain unaffected.

7. Third-Party Rights

7.1 The Supplier warrants that no industrial property rights or other rights of third parties are infringed within the domestic territory by the delivery and contractual use of the goods.

7.2 If we are held liable by a third party on account of such an infringement of rights, the Supplier shall indemnify us against these claims, including the necessary costs of legal defence, insofar as he is responsible for the infringement.

8. Product Liability, Indemnification, Insurance

8.1 Insofar as the Supplier is responsible for product damage, he shall indemnify us against claims for damages by third parties, to the extent that the cause lies within his sphere of control and organisation and he is himself liable in relation to third parties.

8.2 If the Supplier is obliged to take measures to protect third parties – in particular warnings or recall actions – he shall reimburse us for the expenses incurred as a result, insofar as they are based on a defect in the goods delivered. Both parties shall first endeavour to coordinate the measures by mutual agreement.

8.3 The Supplier shall maintain business and product liability insurance with a sum insured of at least EUR 5 million per personal injury and property damage on a lump-sum basis and shall provide evidence of its existence upon request. Further claims for damages shall remain unaffected.

9. Provided Materials, Tools, Retention of Title

9.1 Materials, parts and other items provided by us shall remain our property. Their processing or combination shall be carried out by the Supplier on our behalf; in this respect we shall be deemed the manufacturer within the meaning of Section 950 BGB. If our items are processed or combined with other items not belonging to us, we shall acquire co-ownership in the ratio of the value of our item to the other items.

9.2 Tools, moulds and devices which we pay for or provide to the Supplier shall remain our property or shall become our property upon payment; the Supplier shall store them free of charge, mark them as our property and use them exclusively for our orders.

9.3 We recognise the Supplier's simple retention of title. Extended or prolonged forms of retention of title shall not become part of the contract.

10. Compliance, Supply Chain, Export Control

10.1 The Supplier shall comply with the statutory provisions applicable to him, in particular relating to occupational health and safety, environmental protection, human rights and anti-corruption, as well as the requirements of the applicable supply-chain due-diligence legislation (currently the LkSG; in future its successor provisions implementing the EU Corporate Sustainability Due Diligence Directive) and – where applicable – of chemicals legislation (including REACH, RoHS). He shall cooperate appropriately in our related due-diligence obligations.

10.2 The Supplier shall inform us unsolicited of any authorisation requirements for export or shipment and shall provide the information required for export and customs handling, in particular export-list/ECCN numbers, the statistical commodity code and information relating to the origin of the goods.

10.3 Both parties shall comply with the applicable foreign-trade, customs, embargo and sanctions provisions (in particular those of the EU, the USA and the UN). If such an impediment stands in the way of performance, the affected party shall be released from the obligation to perform to that extent; no default shall arise.

11. Confidentiality, Data Protection

11.1 The Supplier shall treat as confidential all non-obvious commercial and technical information that becomes known to him in the course of the business relationship and shall use it exclusively for the execution of our orders. He shall also oblige his employees and sub-suppliers accordingly. The obligation of confidentiality shall continue to apply after the end of the business relationship for as long as the information is not in the public domain.

11.2 We process personal data in accordance with the GDPR and our privacy policy at www.technische-antriebselemente.de. Insofar as the Supplier processes personal data on our behalf, the parties shall conclude a data-processing agreement (Article 28 GDPR).

12. Place of Performance, Applicable Law, Place of Jurisdiction

12.1 The place of performance for the Supplier's deliveries and services shall be the respective place of delivery; for payments, our Hamburg office.

12.2 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 of other intergovernmental conventions, even after their implementation into German law.

12.3 If the Supplier is a merchant, a legal person under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from the business relationship shall be Hamburg; we are, however, also entitled to sue the Supplier at his general place of jurisdiction. Mandatory statutory places of jurisdiction shall remain unaffected.

13. Final Provisions

13.1 Amendments and additions to this contract, including this clause, require text form. Individual contractual agreements made in a specific case (Section 305b BGB) shall in all cases take precedence over these conditions of purchase; their actual conclusion shall suffice for their validity.

13.2 Should any provision of this contract be or become wholly or partly invalid, the validity of the remaining provisions shall remain unaffected; the statutory provision (Section 306 BGB) shall apply.

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