

General Terms and Conditions of Purchase

§ 1 General Provisions

1. The entire business relationship between JÜKE and its suppliers (hereinafter referred to as the "Suppliers") shall be governed exclusively by these General Terms and Conditions of Purchase, as amended from time to time (available at www.jueke.de). Any conflicting, deviating, or supplementary terms, in particular any terms and conditions of sale and delivery of our Suppliers, shall be accepted only if and to the extent expressly approved by us in writing.
2. JÜKE shall be entitled to amend the currently applicable General Terms and Conditions of Purchase with effect for the entire future business relationship with the Supplier upon corresponding notice.
3. If a framework agreement or target quantity agreement exists between JÜKE and the Supplier, these General Terms and Conditions of Purchase shall apply both to such agreement and to each individual order.

§ 2 Formation of Contract

1. Only orders placed in writing shall be binding upon JÜKE. Verbal agreements shall require written confirmation by JÜKE. Silence on the part of JÜKE in response to offers, requests, or other declarations of the Supplier shall constitute consent by JÜKE only if this has been expressly agreed in writing. The Supplier shall promptly notify JÜKE of any obvious errors and/or incomplete orders for purposes of correction; otherwise, no contract shall be deemed concluded.
2. Orders generated by automated means shall be valid even without signature.
3. The Supplier should confirm acceptance of the order in writing within five business days. If the Supplier does not confirm acceptance within two weeks, JÜKE shall be entitled to cancel the acceptance.
4. JÜKE may request changes to the subject matter of delivery even after conclusion of the contract, provided such changes are reasonable for the Supplier. In the event of such contractual modification, the effects thereof, in particular with respect to any increase or decrease in costs and delivery dates, shall be reasonably taken into account by both parties.
5. Preparation of offers by the Supplier shall be free of charge to JÜKE.
6. Any documents or other production means belonging to JÜKE, such as drawings, models, tools, technical specifications, or similar items, which are made available to the Supplier, or which JÜKE has paid for, may be used solely for deliveries to JÜKE. They may neither be disclosed to third parties nor used for the Supplier's own purposes, nor may the goods manufactured therefrom or thereby be so disclosed or used. They shall be kept confidential and, once the order has been completed, shall be returned to JÜKE

immediately, in proper condition and without retention of copies, individual items, or the like.

§ 3 Prices, Terms of Payment, and Default in Payment

1. The agreed prices are fixed prices exclusive of statutory value added tax and shall exclude any subsequent charges of any kind. Costs for packaging and transport, including any transport and liability insurance, up to the shipping address or place of use specified by JÜKE, are included in the prices. The same shall apply to customs formalities and customs duties. In the case of carriage forward delivery expressly agreed by contract, JÜKE shall bear only the lowest freight costs. To the extent the price has not been agreed inclusive of packaging, packaging may be charged only at cost. Reusable packaging such as crates, containers, and similar items shall be returned carriage paid by JÜKE to the seller and, where applicable, shall be credited at the full invoiced value. Other packaging or filling materials such as wood wool, paper, and the like may not be charged.
2. JÜKE shall accept and pay only for the quantities or unit numbers ordered by it.
3. Shipping notices, bills of lading, invoices, and all correspondence shall state JÜKE's purchase order number.
4. Any reservation of the right to increase prices shall require the express written consent of JÜKE.
5. Invoices shall be paid by JÜKE within 14 days with a 2% cash discount, or within 30 days net.
6. Payment periods and discount periods shall commence upon receipt of the invoice, but not before receipt of the goods or, in the case of services, not before acceptance thereof and, if documentation or similar materials form part of the scope of performance, not before they have been duly delivered to JÜKE in accordance with the contract.
7. JÜKE may assert rights of setoff and retention to the extent permitted by law.

§ 4 Delivery Periods, Scope of Delivery, and Passage of Risk

1. Agreed delivery dates and delivery periods are binding; any impending delay in delivery shall be communicated to JÜKE without undue delay.
2. In the event of delay in delivery, JÜKE shall in all cases retain the statutory rights and remedies available to it. Upon expiration without result of a reasonable grace period set in the event of delay, JÜKE may also withdraw from the contract and claim damages in lieu of performance.
3. Partial deliveries shall be permissible only with JÜKE's express consent.
4. Shipment shall be effected at the Supplier's risk. The risk of any deterioration, including accidental loss, shall remain with the Supplier until delivery to the shipping address or place of use designated by JÜKE. Deliveries shall be insured by the Supplier at its own expense against transport damage.

5. If inspection certificates have been agreed, such certificates shall form part of the delivery. In such case, an order shall not be deemed completely delivered until such inspection certificates have been provided.
6. Deliveries without a delivery note stating the purchase order number shall not be accepted.

§ 5 Retention of Title

1. In the case of a simple retention of title by the Supplier, title to the goods shall pass to JÜKE upon payment. Any extended or expanded retention of title on the part of the Supplier is excluded.
2. Any assignment of claims arising from the supplier relationship shall require our express consent.

§ 6 Warranty, Damages, and Limitation Period

1. The Supplier shall maintain a quality management system (e.g., ISO 9001) in order to ensure the quality of its deliveries.
2. Only articles from Suppliers that have been tested by means of quality assurance and that comply with our specifications shall be accepted. The documentation of such testing shall be retained by the Supplier in accordance with the applicable statutory provisions and submitted to us upon request.
3. The delivery shall be free from defects in quality and defects in title and shall comply with the recognized rules of technology, the contractually agreed characteristics, standards, and all safety, occupational health, accident prevention, and other applicable regulations.
4. The Supplier warrants compliance with the REACH and RoHS regulations.
5. If a defect exists, JÜKE shall be entitled to the statutory rights and remedies. Notwithstanding Section 442(1) sentence 2 of the German Civil Code, JÜKE shall be entitled to assert defect claims even if the defect remained unknown at the time of conclusion of the contract as a result of gross negligence.
6. The limitation period for defect claims shall be two years unless longer periods are prescribed by statute.
7. JÜKE's commercial duty to inspect and notify defects pursuant to the statutory provisions, in particular Sections 377 and 381 of the German Commercial Code, shall be defined as follows: JÜKE's duty to inspect shall be limited to defects that are openly apparent during incoming goods inspection by JÜKE based on external examination, including verification of delivery dates, as well as during JÜKE's quality control on a random sampling basis, for example transport damage, incorrect delivery, and short delivery. Where acceptance has been agreed, no duty to notify defects shall apply.

The duty to notify defects discovered at a later time shall remain unaffected. In all cases, JÜKE's notice of defects shall

be deemed immediate and timely if received by the Supplier within 14 calendar days.

8. If the Supplier has made declarations regarding the origin status of the delivery, it shall be obligated to compensate for any damage resulting from the declared origin not being recognized, for example due to an incorrect certificate or lack of verification possibility. Such liability shall arise only in the event of fault on the part of the Supplier or the absence of a warranted characteristic.
9. The Supplier shall indemnify JÜKE against any claims asserted by domestic or foreign third parties with respect to the goods to be delivered that may arise from domestic or foreign patents, utility models, copyrights, or other rights, or, in the event of such claims being asserted against JÜKE by third parties, shall compensate JÜKE for any damage resulting therefrom. This shall also include legal costs, damage payments, necessary modification and redesign work, and all costs incurred by JÜKE as a result of any necessary product recall.
10. Any changes to the product or manufacturing process must be approved by JÜKE.

§ 7 Product Liability

1. The Supplier shall indemnify JÜKE against all product liability claims to the extent that the damage was caused by a defect in the goods supplied by the Supplier. In cases of fault-based liability, however, this shall apply only to the extent the Supplier is at fault. If the cause of the damage lies within the Supplier's sphere of responsibility, the Supplier shall bear the burden of proving absence of fault.
2. Within the scope of the foregoing indemnification obligation, the Supplier shall bear all costs and expenses arising from any claim asserted by a third party against JÜKE. This shall also include all costs of a recall action carried out by JÜKE, including in cases where no third-party claim has yet been asserted against JÜKE, but a recall action is required by law. Prior to any recall action, JÜKE shall inform the Supplier in order to enable the Supplier to cooperate. Such notice to the Supplier shall not be required where, due to urgency, informing or involving the Supplier is not possible.
3. The Supplier undertakes vis-à-vis JÜKE to maintain, at its own expense, adequate product liability insurance. Upon JÜKE's request, the Supplier shall provide evidence of the conclusion and continued existence of such insurance. If, despite being granted a 14-day period, the Supplier fails to comply with such request by JÜKE, JÜKE shall be entitled to terminate without notice all ongoing contracts concluded with the Supplier. A contract shall be deemed ongoing within this meaning for as long as neither party has fully performed it. Concluded framework agreements shall also constitute ongoing contracts within this meaning. Any claims by JÜKE for damages arising from such termination without notice shall remain unaffected.
4. Any further statutory rights and remedies of JÜKE shall remain unaffected.

§ 8 Place of Performance, Jurisdiction, and Governing Law

1. Unless otherwise contractually agreed, the place of performance for payment and delivery shall be JÜKE's place of business.
2. If the Supplier is a merchant, a legal entity under public law, or a special fund under public law, JÜKE's place of business shall be the exclusive place of jurisdiction for all disputes, including actions on bills of exchange or checks; actions against JÜKE may be brought only there.
3. The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of private international law, uniform international law, and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

4. Tools shall be kept in usable condition until the end of the spare parts supply period. Storage and operational readiness shall be at the Supplier's own risk and expense.
5. Any scrapping of tools and fixtures shall require the express written approval of the purchaser even after expiration of such period and, after the end of the spare parts supply period, such tools and fixtures shall continue to be stored by the Supplier free of charge until the purchaser calls them off or approves their scrapping.

Effective April 01, 2026

§ 9 Validity and Data Protection

1. Should any provision of these General Terms and Conditions of Purchase be or become invalid, this shall not affect the validity of the contract in all other respects. In place of the invalid provision, the intention of the parties shall apply and, otherwise, the statutory provision. Under no circumstances shall the provision concerned in these General Terms and Conditions of Purchase be replaced by the Supplier's terms and conditions.
2. Any amendments or supplements to the contract by the Supplier shall require written confirmation by JÜKE in order to be effective; this shall also apply to any waiver of the contractual written form requirement itself.
3. Any legally significant declarations by the Supplier, such as notices of termination, declarations of withdrawal, or demands for damages, shall be effective only if made in writing.
4. JÜKE shall be entitled to process and store, and to have processed and stored by third parties commissioned by JÜKE, any data concerning the Supplier received in connection with the business relationship, including data received from third parties, within the meaning of the German Federal Data Protection Act.

§ 10 Spare Parts Supply and Security of Supply

1. The contractor undertakes to be able to supply spare parts for at least 10 years after the last delivery.
2. To the extent that deliveries or services include software, firmware, or chipsets, the Supplier shall, for the duration of an appropriate useful life of the deliveries and services, but for at least 10 years from the order date, offer repair, update, upgrade, and other maintenance services and provide patches to remedy vulnerabilities.
3. JÜKE shall be informed without undue delay if materials or components are changed or discontinued. This shall be notified, for example by way of a Product Change Notification (PCN), with six months' prior notice. JÜKE shall then be granted the right to place a final order (last-time buy / LTB).