

## CONDITIONS OF PURCHASE OF MASCHINENFABRIK SEYDELMANN KG

### I. General

- (1) Our orders are solely placed subject to these Conditions of Purchase which the Contractor – also for future orders – expressly acknowledges. The delivery of the goods / the performance of the service shall be deemed an acknowledgement. Deviating conditions of the Contractor – regardless of the time at which they are presented to us – shall not be binding and are expressly rejected and excluded.
- (2) Deviating conditions or other agreements shall only be binding if they have been made in writing or if they have been confirmed in writing.

### II. Order

- (1) The prices stated in our order shall be fixed prices. The Contractor shall be bound to its quoted price.
- (2) Deviations from our order and the presented documents or changes in the structure, quality or capacity of the goods or services to be delivered in comparison to the already delivered or agreed execution shall require our written approval in advance.
- (3) Technical details can be changed until 4 weeks prior to reaching the delivery date. If samples are provided to us, the serial production or delivery may only be started after our express written approval.
- (4) The passing of the order or parts of it to Third Parties (Subcontractors) shall require our written approval unless the work to be passed is minor auxiliary work. The Contractor shall also be liable for Subcontractors commissioned by it if we have approved of the passing of the work.
- (5) Parts which have been manufactured according to drawings by Maschinenfabrik Seydelmann KG or which have been developed in cooperation with Maschinenfabrik Seydelmann KG may not be sold or distributed to Third Parties by the Contractor.
- (6) The basis for our order is that, in case of an initial order, the goods to be delivered meet our requirements, especially in terms of quality and performance. In case of a follow-up order, the goods to be delivered must be identical with the goods which have already been delivered. If changes have been made to the goods to be delivered since the last delivery, especially with regards to production and manufacturing procedures, used materials or other components, the Contractor must notify us about those changes prior to delivery. In case of a violation of this obligation to notify us, Maschinenfabrik Seydelmann KG reserves the right to claim for all damages resulting from this.

### III. Contract documents

- (1) Orders and all related details shall be treated as trade secrets. The contractual cooperation with us may not be used for advertising purposes without our approval.
- (2) Sketches, drawings, information as well as all intellectual and material property which has been provided to the Contractor by us or which is produced by the Contractor according to our specifications must be treated confidentially and may not be used for purposes other than the agreed one; in particular, it may not be made available to Third Parties. On request as well as after completion of the order, all documents provided by us must be returned immediately.

### IV. Delivery

- (1) The delivery / performance dates specified on our orders shall be binding and must be kept as fixed dates. The Contractor must notify us immediately about imminent performance delays. However, such notification shall not release the Contractor from claims we might be entitled to.
- (2) For short selling we shall be entitled to withdraw from the Contract or claim for damages due to non-performance without setting a grace period.
- (3) If agreed delivery / performance dates or periods have not been met we, at our own choice, shall be entitled to withdraw from the Contract or claim for damages due to the non-performance after the expiration of a grace period appropriately set by us. We shall also be entitled to insist on the performance of the contractual obligations and to claim the damage caused by the delay.
- (4) In case of a non-performance we shall be entitled to claim damages in the amount of 20 % of the total gross order value and in case of a performance delay, we shall be entitled to claim damages in the amount of 0.5 % of the total gross order value per calendar week, however not more 20 % in total. The proof of further damages to be compensated by the Contractor shall not be excluded by the aforementioned provision. The Contractor shall also be entitled to submit proof that no damage or a significantly lower damage than the one claimed for has occurred.
- (5) The risk of accidental loss or accidental deterioration shall only pass to us after the receiving office has obtained the actual governance of the delivered goods.
- (6) For the duration of the normal use of the supplied goods, the Contractor shall keep spare parts available and, if required, it shall supply them to us according to the current market conditions.
- (7) All deliveries shall always be made free domicile including packaging. Partial deliveries shall only be permissible after our written consent.

### V. Freight Forwarding / Shipping

- (1) The carrier / driver is responsible for the condition of the vehicle and the load securing.
- (2) We must be notified of reloading.
- (3) Pick-up points of the machines or crates must be observed, no other objects may be placed on crates / packages.
- (4) Crates may only be placed in the specified position (no turning). Crates must not be opened except for customs purposes.
- (5) We must be notified of any delays/delays in delivery immediately after they become known.
- (6) The carrier shall ensure compliance with the driving and resting times of the drivers.
- (7) The carrier shall immediately notify us of any visible defects in the packaging of the goods before/at the time of loading.
- (8) In the event of storage/intermediate storage, the carrier shall be responsible for protection against burglary, theft, weather, cold/heat or also fire.
- (9) If a specific performance time has been agreed for the provision of the road vehicle at the loading or unloading point, the loading or unloading time shall not begin before the time agreed for the provision.

### VI. Payment

- (1) At our choice, payment shall be made within 2 weeks after invoice receipt minus 3 % cash discount or net within four weeks. If delivery has been made after the invoice receipt, the delivery date shall be decisive with regards to the aforementioned payment method.
- (2) The cash discount period shall be extended according to the duration of the company holiday of Maschinenfabrik Seydelmann KG.
- (3) All payments shall be made under reservation of the correctness of delivery and invoice.
- (4) The Contractor may only assign liabilities from the business relationship to Third Parties with our written consent.
- (5) The offsetting with liabilities by the Contractor shall be inadmissible unless we have expressly put those liabilities beyond dispute or they have been determined without further legal recourse.

## Maschinenfabrik Seydelmann KG

info@seydelmann.com Tel. +49 (0)711 / 49 00 90-0 Hoelderlinstrasse 9  
 www.seydelmann.com Fax +49 (0)711 / 49 00 90-90 70174 Stuttgart, Germany

Cutters · Mixers · Grinders  
 Emulsifiers · Production Lines

## VII. Warranty

- (1) If a performance or delivery is defective or if assured properties are missing we, at our own choice, shall be entitled to claim the statutory warranty claims or to demand replacement. If the amendment or additional delivery chosen by us has not been performed within a specified and proper grace period we are entitled to claim the statutory warranty claims and – if the Contractor is a merchant who has been entered as such in the commercial register – we shall be entitled to remove the defects ourselves or through Third Parties, or to make covering purchases at the cost of the Contractor, even for purchase orders.
- (2) The warranty period shall be 24 months – unless a different period has been agreed in individual cases – and shall start on the date at which the performance has been completed.
- (3) During the warranty period, the Supplier shall be responsible for the replacement of damages which have occurred as a result of material or construction defects or other faults caused by the Supplier.
- (4) The Contractor shall indemnify us against all Third Party claims – particularly claims arising from product warranty – which result from the defectiveness of partial performances rendered on the product by the Contractor (particularly supply of base materials).

## VIII. Miscellaneous

- (1) Place of fulfilment for all deliveries and performances shall be the receiving office specified by us or – if no such place has been specified – our factory Seydelmann KG Aalen.
- (2) Place of jurisdiction – if the Contractor is a merchant who has been entered as such in the commercial register, a corporate body under public law, or a special fund under public law – shall be the location of our headquarters. However, we shall also be entitled to proceed against the Contractor at the court responsible for its headquarters.
- (3) The law of the Federal Republic of Germany shall govern all legal relationships between us and the Contractor under exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- (4) The Contractor authorises us to store and process data in our computer system – as far as relevant to the cooperation and permissible according to the German Federal Data Protection Act. At the same time, this authorisation shall be deemed a notification within the meaning of § 26 Section 1 BDSG (German Federal Data Protection Act).
- (5) The ineffectiveness of parts of the Contract or these Conditions of Purchase shall not affect the effectiveness of the remaining provisions of the Contract or these Conditions of Purchase. Ineffective provisions of the Contract or these Conditions of Purchase shall be replaced with similar effective provisions.
- (6) Safety of parts coming into contact with the product

All parts that are delivered to us, particularly parts made of or containing plastic, which come into contact with the product while the machine is in operation must be safe. The provisions of the EU Regulations 2023/2006, 1935/2004 and 10/2011 apply to plastic parts and must be followed. When the goods are delivered, a current declaration of safety must be issued and provided to us (electronically or in document form). If the supplier assumes that the delivered parts will not come into contact with the product, the supplier must confirm this and obtain our written agreement before delivery.