

General Terms and Conditions of Purchase

for Supfina Grieshaber GmbH & Co. KG (Supfina)

1 Scope

Unless otherwise expressly agreed in writing, the following terms and conditions shall apply exclusively to orders placed with Supfina. Any terms and conditions of the contractual partner that differ from or supplement those of Supfina will only be valid if they have been expressly recognized by Supfina. They shall not form part of the contract unless expressly acknowledged in writing, even if they are mentioned in the order confirmation. The same applies where Supfina accepts, in whole or in part, products and services ordered (hereinafter referred to as the "subject of supply and services") or makes payments. Even in the absence of written confirmation, the fulfillment of the order by the contractual partner shall be deemed to constitute acceptance of the following terms and conditions. These terms and conditions shall also apply to all future business with the contractual partner.

2 Offers

1. Offers must be submitted in a binding manner and free of charge. The contractual partner shall be bound by their offer for at least 12 weeks.
2. Only written orders are binding. Verbal agreements must be confirmed subsequently by us in writing. This applies in particular to side arrangements and contract amendments.
3. The contractual partner must confirm orders without delay by sending an e-mail to auftragsbestaetigung@supfina.com. If Supfina does not receive confirmation of the order within 5 days of the order date, Supfina is entitled to cancel the order. The contractual partner may not derive any claims from this.

3 Prices

1. Unless a price adjustment clause or price reservation has been expressly confirmed by Supfina, prices are fixed. Orders may only be fulfilled at prices higher than those confirmed in the order by Supfina with Supfina's written consent.
2. If prices have been agreed on the date of delivery, the price applicable on the day the materials are received shall apply.
3. Prices are quoted ex works Wolfach, inclusive of packaging and freight costs (DAP Wolfach, Incoterms 2020). If otherwise agreed, Supfina will only cover the lowest freight costs. The contractual partner shall bear all costs incurred up to the point of handover to the carrier, including loading and handling charges. Supfina reserves the right to accept or reject deliveries that are in excess of or short of the agreed quantity.

4 Invoices and payment

1. Invoices must not be included with the consignment, but should be submitted separately for each order. They must be broken down by delivery and/or service, and must indicate VAT. They must also specify the order number, order date and item numbers and be sent to the e-mail address invoice@supfina.com.
2. Payments shall be made in the chosen payment method, within 14 days to receive a 3% discount or within 30 days, unless otherwise specified in the order. Supfina does not accept payment by cash on delivery.
3. Payment terms usually start on the date that Supfina receives the invoice, provided that Supfina has received the goods or the service has been provided by that date.
4. Payments may be adjusted if complaints are received at a later date. Supfina shall be entitled to a right of retention, limited to a reasonable amount, while the goods and services are being inspected for defects, and in the event of any ambiguities, for example regarding the assertion of a contractual penalty or outstanding claims arising from the contractual relationship.

5 Surrender and offsetting

1. Supfina only recognizes a simple retention of title until the full payment for the delivered goods has been made. Unless otherwise agreed in writing, Supfina does not recognize any extended or prolonged retention of title.
2. The contractual partner shall not be entitled to assign or have third parties collect its claims against Supfina without Supfina's prior written consent, which shall not be unreasonably withheld. If an extended retention of title has been agreed, Supfina's consent shall be deemed to have been given. Even if the contractual partner assigns their monetary claim against Supfina to a third party in contradiction of sentence 1 without consent, the assignment shall still be valid. However, Supfina may, at their discretion, make payment to the contractual partner or the third party in a manner that discharges their liability.
3. The contractual partner is only entitled to set off claims that have been recognized by Supfina, or that have been legally established. The contractual partner may also assert a right of retention in respect of such claims.

6 Subject of supply and services

1. The content, nature and scope of the delivery and services shall be determined solely by Supfina's order.

Any drawings, descriptions or quality guidelines¹ forming part of the order are binding on the contractual partner. However, they must check it for any errors, mistakes or inconsistencies and immediately notify Supfina in writing of any errors discovered or suspected. The contractual partner remains responsible for any documents they have produced, including drawings, plans and calculations, even if Supfina has approved them.

2. Until the time of delivery or performance, Supfina may request changes to either the subject matter or the agreed timetable. Changes to the goods supplied may relate to their scope, design, performance capabilities, or the materials used. The contractual partner must inform Supfina immediately of any improvement opportunities identified during the performance of the contract,

¹ <https://www.supfina.com/de/Qualitaetsrichtlinie>

as well as any required adjustments resulting from changes to relevant legislation. All notifications shall be provided in writing. If Supfina requests a change, or if the contractual partner proposes a change, they shall immediately put forward a proposal detailing how the change can be implemented and its impact on the agreed prices and deadlines. The change shall take effect on approval by Supfina. Until that time, the contractual partner is obliged to perform the contract in accordance with the existing terms and conditions. Supfina may demand implementation of the amendment even if a final agreement on costs, delivery or performance period has not yet been reached. Supfina and the contractual partner will resolve these issues by mutual agreement as soon as possible.

3. Unless otherwise specified in the order, the goods and services supplied must be of standard commercial quality and comply with all relevant statutory and regulatory requirements. Where DIN, VDE, VDI or equivalent standards exist, they must also comply with these. Goods and services must be manufactured and provided in accordance with the environmental and safety regulations in force at the time of delivery or service provision, particularly accident prevention regulations, and in line with the latest ergonomic findings. The safety briefing for external personnel must also be observed when providing services.
4. The goods supplied must include detailed documentation in accordance with the CE standard. A certificate of origin is required if the goods to be supplied are not from Germany.
5. The contractual partner is obliged to provide Supfina with product information, declarations of conformity, safety data sheets and details of the expiry date.

7 Supplies and production equipment

1. Supfina's supplied items must be processed and worked on in accordance with the contract terms. They remain Supfina's property at every stage of processing and must be marked as such by the contractual partner. If goods are processed, mixed or blended with items that do not belong to Supfina, Supfina shall have co-ownership of the newly produced items, in proportion to the value of the goods supplied compared to the total value of all items used in their production, including the costs incurred by the contractual partner for processing them. In this respect, the contractual partner shall also hold the goods in safekeeping on behalf of Supfina free of charge. Supfina must be notified immediately of any legal or factual impairment affecting the items supplied.
2. Upon receipt of the goods, the contractual partner undertakes to inspect them for any obvious defects and to inform Supfina in writing without delay of any defects discovered. If the contractual partner discovers any defects at a later date, they are also obliged to inform Supfina immediately in writing. The contractual partner is liable for any loss of or damage to items provided and must ensure that these are adequately insured. If items provided are lost or damaged accidentally, they will not be reimbursed for any expenses incurred in connection with their processing or treatment.
3. Production resources, whether in analogue or electronic form, such as engravings, models, samples, tools, gauges, moulds, jigs, stencils, films, printing plates, drawings, hardware or software, which have been provided to the contractual partner by Supfina, or produced by the contractual partner or third parties on their behalf in accordance with Supfina's specifications, may not be sold, pledged or otherwise disclosed to third parties. They may not be used or copied in any way for the benefit of third parties without the written consent of Supfina. The same applies to items manufactured using these production resources: they may only be supplied to Supfina unless Supfina gives written permission for them to be used for other purposes. The production equipment must be returned to Supfina in good condition without delay once the order has been completed.

4. Any production equipment provided or ordered by Supfina remains their property, or becomes their property upon purchase or manufacture. The contractual partner is responsible for holding the production equipment in safekeeping on Supfina's behalf. The contractual partner must clearly mark the production equipment as Supfina's property, maintain and repair it thoroughly, insure it adequately, and protect it from unauthorized access by third parties. The contractual partner is liable for any loss or damage to production equipment, including data loss, unless they are not at fault. Unless otherwise agreed, the costs of maintenance and repairs resulting from normal wear and tear, as defined in the contract, shall be shared equally between the contractual partner and Supfina. § 690 BGB does not apply.
5. As the owner, Supfina is also entitled to allow third parties to use the production equipment. This applies in particular if the contractual partner experiences any manufacturing difficulties. If Supfina requests that the contractual partner surrenders the production equipment, the latter must comply without delay or exercising any right of retention. Nevertheless, Supfina is willing to allow the contractual partner to retain possession of the goods for as long as they carry out the deliveries and services in accordance with the order — particularly in terms of timeliness and competitive pricing.
6. In the event of a breach of obligations under paragraphs 3 and 4 by the contractual partner, Supfina shall be entitled to withdraw from the contract, in whole or in part, without prejudice to any further rights. Supfina shall also be entitled to claim damages in lieu of performance or reimbursement of wasted expenditure in accordance with the statutory provisions.

8 Withdrawal

Supfina shall be entitled to withdraw from the contract, in whole or in part, without compensation, if the creditworthiness or ability to supply goods and services of the contractual partner deteriorates to such an extent that Supfina reasonably believes that performance of the contract is at risk. Supfina shall also be entitled to withdraw from the contract if the contractual partner suspends payments or if insolvency proceedings are applied for or commenced in respect of its assets.

9 Force majeure

In the event of force majeure, each party shall be exempt from their contractual obligations and from any liability for damages or other contractual remedies for breach of contract for as long as the force majeure event or its effects prevent performance of the contract. This also applies if the force majeure occurs whilst the other party is already in default.

"Force majeure" refers to an event or circumstance that prevents a party from fulfilling one or more of their contractual obligations under the contract. This applies if and to the extent that: (a) This impediment is beyond the reasonable control of the party affected and (b) this impediment could not reasonably have been foreseen by the party affected at the time the contract was concluded and (c) the effects of the impediment could not reasonably have been avoided or overcome by the party affected.

Force majeure is assumed in the following cases: war, civil unrest, acts of terrorism, currency and trade restrictions, embargoes, sanctions, lawful or unlawful official acts relating to import or export licenses, compliance with laws or government orders, epidemics, extreme natural events, explosions, fire, prolonged disruption to transport, telecommunications, information systems or energy supplies, and general industrial disputes such as boycotts, strikes and lockouts, general scarcity of materials, raw materials or energy.

10 Delivery and service times

1. Agreed delivery and service dates or delivery and service deadlines are binding. Deadlines begin on the order date, unless agreed otherwise.
2. The date of delivery or performance shall be deemed to be the date on which the goods and shipping documents arrive at the specified place of receipt (DAP, Incoterms 2020) or the service is performed at the specified place of performance.
3. Partial deliveries and services are only permitted if Supfina has agreed to them in written form.
4. If it becomes apparent that the delivery or performance date, or the delivery or performance period, will be exceeded, the contractual partner must notify Supfina in writing immediately, stating the reason and the expected duration. The supplier is obliged to take all necessary measures to rectify the non-compliance or to minimize its effects as far as possible. If consignments have to be delivered more quickly due to circumstances for which the contractual partner is responsible, the additional costs incurred shall be borne by that party.
5. If the contractor fails to deliver at the agreed time due to circumstances beyond Supfina's control, they will be considered to be in default. In such cases, Supfina may, at its discretion, demand subsequent delivery and compensation for loss arising from the delay, damages for non-performance, or withdraw from the contract. This also applies in case of a delay in partial services.
6. The acceptance of a delayed service does not represent a waiver of claims to replacement of damages.
7. If the contractual partner defaults on its contractual obligations, Supfina is entitled to demand a reasonable contractual penalty. Supfina shall determine the amount of the contractual penalty at its reasonable discretion. In particular, it shall take into account the duration of the delay, the scope of the affected goods and services, and the resulting consequences. If a dispute arises, the contractual partner may request that the amount of the contractual penalty set by Supfina be reviewed by the relevant court. This contract penalty can be enforced up until the final payment. Further statutory rights remain unaffected.

11 Packing, shipping and receipt

1. Where the packaging of goods is necessary, customary or specified in the order, the contractual partner shall ensure that the goods are adequately and securely packaged, at their own expense. At Supfina's request, the contractual partner shall recycle or dispose of the packaging of the goods supplied at its own expense.
2. Supfina will only pay for packaging materials in addition to the agreed delivery price if payment for them has been expressly agreed. Supfina reserves the right to return any valuable packaging materials used for dispatch to the address of the contractual partner, and will charge either the full hire cost or the value of the packaging.
3. Delivery must be made to the destination specified by Supfina. Goods for which Supfina is required to cover all or part of the transportation costs must be dispatched using the most cost-effective method available to Supfina.
4. In the case of deliveries involving assembly or installation, risk passes to Supfina upon final acceptance at the agreed location. In all other cases, risk passes to Supfina upon arrival of the goods at the agreed location. Until then, the risk of delivery and dispatch shall lie with the contractual partner, unless Supfina is in default of acceptance.

5. Supfina will only cover the costs of transport or breakage insurance following prior written agreement.
6. Dispatch notes must be submitted immediately upon dispatch of each individual consignment. A delivery note must be included with each shipment. The individual parts must be marked or labeled with the respective item numbers. The respective Supfina order numbers and item numbers must be indicated in the shipping documents.
7. If Supfina does not receive the correct shipping documents when the goods are delivered, Supfina is entitled to refuse the delivery at the contractual partner's expense or to store it at their expense and risk.
8. Supfina may also refuse to accept the goods if acceptance becomes impossible or unreasonable due to circumstances beyond Supfina's control, including industrial action or an event of force majeure. In such a case, the contractual partner must store the goods at their own expense and risk.
9. In the cases referred to in paragraphs 7 and 8, Supfina shall not be considered in default of acceptance for as long as the circumstances and effects described therein persist.
10. If deliveries not accepted by Supfina or defective goods are returned, the return transport shall be at the contractual partner's expense and risk. In the event of a return, Supfina must credit the value of the rejected delivery or service without undue delay, and at the latest within 14 days.

12 Goods dispatch and receipt inspection and warranty

1. The contractual partner is obliged to carry out in-process inspections and a final inspection of the goods. In doing so, they must follow the agreed inspection plans. The contractual partner must provide a test report or certificate with the deliveries, stating that the goods have been tested, how this was carried out, and the results obtained.
2. Upon receipt of goods, Supfina checks that the products are the correct type and quantity (by comparing the labeling on the packaging and the delivery notes with the order), and checks for visible transport damage to the packaging. Supfina also carries out random checks for defects apparent upon visual inspection. An additional inspection duty does not exist. Supfina will notify the contractual partner immediately of any discovered defects. Supfina will report any hidden defects immediately upon their discovery in the ordinary course of business. In this respect, the contractual partner waives the right to object on the grounds of a late notice of defects. If acceptance is agreed or legally required, there is no obligation to inspect.
3. The contract partner's warranty obligations are governed by the statutory provisions, unless otherwise specified below. Supfina is entitled to demand, at its discretion, either that the defect be rectified or that a defect-free item be supplied within a reasonable timeframe set by Supfina. If Supfina deems it unreasonable to expect the contractual partner to remedy the breach (due to particular urgency or risk to operational safety, for example), setting a deadline is unnecessary. In such cases, Supfina is entitled to rectify the defects personally, to have them rectified by a third party, or to provide a replacement in some other way. The costs shall be borne by the contractual partner unless they are not responsible for the defect or the expiry of the grace period without resolution. If performance is unreasonable, Supfina will inform the contractual partner of the circumstances as soon as possible, before taking action itself if necessary. In accordance with the statutory provisions, the contractual partner shall bear all costs of subsequent performance at the respective place of use of the supplied goods. The place of use will be notified to the contractual partner by Supfina on request. Any fault on the part of subcontractors, suppliers, or other agents shall be attributed to the contractual partner, as though it were their own fault.

4. Unless otherwise agreed, the warranty period is 36 months from the date of transfer of risk. The period during which the goods cannot be used due to a defect shall be taken into account when determining the extension. If the contractual partner rectifies or replaces the supplied goods in whole or in part, the period specified in sentence 1 shall recommence in respect of that defect, unless the cost of such rectification is negligible or the contractual partner has expressly undertaken such action as a gesture of goodwill. The same applies to the improvement of deficient services.
5. Payments do not constitute unconditional acceptance of the goods or services supplied.
6. If a comprehensive inspection of the incoming goods becomes necessary as a result of a defective delivery for which the contractual partner is responsible, Supfina may pass on the reasonable costs incurred to the contractual partner.

13 Production inspections and acceptance

1. If acceptance of the product by Supfina or a third party commissioned by Supfina is required or agreed, Supfina must be notified in writing that the product is ready for acceptance at least 14 days before it is dispatched or deemed ready. Acceptance shall take place within a reasonable timeframe after Supfina has successfully inspected the goods and/or services supplied. Any defects must be rectified before acceptance can take place. Implied acceptance through use or payment is excluded. The actual costs of acceptance shall be borne by the contractual partner.
2. During the manufacturing process and prior to delivery, Supfina reserves the right to inspect, or arrange for the inspection of, the quality of the materials used, the dimensional and quantity accuracy, and the other quality aspects of the manufactured parts, as well as compliance with the other provisions of the order, at the premises of the contractual partner and their suppliers.
3. Production inspections and/or technical acceptance do not release the contractual partner from its performance and/or warranty obligations.

14 Liability and insurance

1. To the extent that any damage is caused by a defect or fault in a delivered item or during the provision of services by the contractual partner or a third party for whom the contractual partner is responsible, the contractual partner shall indemnify Supfina against any third-party claims for damages upon first request and compensate Supfina for any losses incurred. This also includes the necessary costs incurred as a result of a product recall. Supfina will inform the supplier of the content and scope of the recall measures to be carried out, where possible and reasonable, and give the supplier the opportunity to comment.
2. If liability for damages under paragraph 1 is based on fault, the contractual partner shall be obliged to compensate for the damage unless they are not responsible for the defect or fault. The contractual partner shall be liable for the negligence of their agents, suppliers, and subcontractors in the same way as it is liable for their own negligence.
3. In other case, the contractual partner is liable in accordance with statutory regulations.
4. For the duration of the business relationship with Supfina, the contractual partner is obliged to maintain business and product liability insurance, covering personal injury and/or property damage, with a minimum sum insured of EUR 5 million per claim. This also includes insurance protection for an extended product liability risk and recall costs. The contractual partner will prove insurance cover to Supfina at any time on request.

15 Confidentiality

1. The contractual partner undertakes to treat all confidential information belonging to Supfina that comes to their knowledge during the course of the business relationship as strictly confidential. Confidential information includes all technical, financial, legal and tax information, as well as information relating to business operations, employees or management. This includes industrial property rights, such as patents and utility models, designs, samples, tools, trademarks, data and records of all kinds, drawings and plans, and technical and other know-how relating to Supfina. It also includes any other information designated as confidential. This includes, in particular, confidential manufacturing processes and documents which Supfina makes available to the contractual partner.
2. The contractual partner may only use confidential information for the purpose of fulfilling its contractual obligations towards Supfina, and may not disclose it to third parties without prior written permission. They will only disclose confidential information to employees if they require it to fulfil an order, and only if they have previously been bound by a duty of confidentiality.
3. The confidentiality obligation shall not apply to information that:- was already lawfully known to the contractual partner; becomes publicly known without any breach of this confidentiality clause; is lawfully disclosed to the contractual partner by a third party without any obligation of confidentiality; the contractual partner has developed independently and without recourse to confidential information from Supfina.
4. The contractual partner undertakes to take appropriate protective measures to ensure the confidentiality of the information received. At the very least, these measures should be equivalent to those taken to protect its own confidential information.
5. At Supfina's request, or upon termination of the contract or business relationship, the contractual partner must immediately return all confidential information received from Supfina, or destroy it in a verifiable manner at Supfina's request, unless this is prevented by statutory retention obligations. Automatic backups are excluded from this regulation.
6. The obligation to maintain confidentiality shall continue for five years following the termination of the business relationship. Any confidential know-how or trade secrets, as defined by the Trade Secrets Act, must remain confidential until they cease to be so, without breaching this agreement.
7. If the contractual partner breaches any of the obligations arising from this agreement, Supfina may require them to pay a reasonable contractual penalty, unless they are not at fault for the breach. Supfina may determine the amount of the relevant contractual penalty at their reasonable discretion. In case of dispute, it can be reviewed by the responsible court. Supfina reserves the right to enforce further damages claims.

16 Protection and usage rights

1. The contractual partner warrants that, in accordance with the contract, the supply and use of the goods or services shall not infringe any third-party intellectual property rights, including patents, utility models, trade secrets or business secrets.
2. The contractual partner shall be liable for any direct or indirect loss or damage incurred by Supfina as a result of any infringement of rights, and shall fully indemnify Supfina against any third-party claims upon first request, unless the contractual partner manufactures the goods exclusively in accordance with Supfina's drawings or models, and was unaware that doing so infringed the rights of third parties. The contractual partner is obliged to provide Supfina with every assistance in defending against claims by third parties and to bear the costs thereof.

3. The contractual partner must notify Supfina immediately if it receives a claim from a third party alleging infringement of intellectual property rights by products that Supfina also supplies, or if it becomes aware of any such infringement by third parties.
4. Unless otherwise agreed in individual cases, Supfina is hereby granted a non-exclusive, perpetual and transferable right to use all intellectual property rights associated with the supplied goods and services, including integrated software and technical information relating to the services, provided this is necessary for using the goods or services in accordance with the contract.
5. Where goods or parts thereof are developed specifically for Supfina, the contractual partner shall grant Supfina exclusive rights of use in respect of such developments, on terms that are customary in the market, upon request.

17 Compliance with statutory, social, human rights and ecological standards

1. The contractual partner is responsible for ensuring compliance with all relevant statutory provisions within their area of responsibility. This applies in particular to statutory data protection requirements, the applicable security requirements for information technology systems, and the relevant regulations governing the use of artificial intelligence, statutory requirements relating to the fight against corruption and money laundering, fair and free competition, labour and environmental protection, and export controls, as well as all obligations arising from European, US and other economic, trade and financial sanctions. The contractual partner shall also ensure that its supply chain complies with these obligations and shall monitor compliance with the above obligations.
2. The contractual partner must ensure that production is carried out in an environmentally friendly and energy-efficient way. Where technically and economically feasible, products and packaging must be adapted to meet the latest environmental requirements. When manufacturing products, the contractual partner should prioritize those that contain fewer harmful substances and therefore lead to lower emissions. Ingredients known to be harmful to the environment or to health must be excluded from production. Manufacturers must produce and label hazardous substances in accordance with the Hazardous Substances Ordinance and EC/EU directives (such as REACH and RoHS). The contractual partner shall use all reasonable efforts to ensure that its suppliers throughout the supply chain adopt sustainable practices in accordance with the above provisions. The contractual partner must make the greatest possible use of opportunities for reuse and recycling, and ensure that its products are suitable for both.
3. Adherence to internationally recognized social, human rights and environmental standards is essential for cooperation between the contracting parties. As part of its global business operations, Supfina is committed to fulfilling its social responsibility. For this, Supfina has drawn up a binding Code of Conduct². The contractual partner undertakes to comply with this Code of Conduct as a minimum standard in the course of their work for Supfina. They also undertake to ensure that their sub-suppliers, subcontractors and agents comply with these minimum standards, and to instruct and monitor them accordingly.
4. Owing to the dynamic nature of development in social, human rights and environmental risks, as well as legal requirements, Supfina may need to amend the Code of Conduct. In this case, Supfina will inform the contractual partner of the new Code of Conduct and, upon request, send it to the contractual partner. If the contractual partner does not submit a written objection to the new Code of Conduct within 14 days of receiving the information, the new Code of Conduct shall be

² <https://www.supfina.com/en/CodeofConductSupplier>

deemed to have been accepted and shall replace the previous Code of Conduct as part of the contract.

5. In the event of an imminent or actual breach of the Code of Conduct within the contractual partner's own area of business or supply chain, the contractual partner must inform Supfina immediately. The contractual partner must then take all possible measures without delay to prevent or end such a breach as quickly as possible. If this is not possible, the contractual partner must minimize the extent of the breach.
6. Supfina is entitled to monitor compliance with the Code of Conduct on a risk-based basis, as it deems appropriate. For this purpose, the contractual partner shall provide Supfina with all the necessary information and details, and allow Supfina to carry out on-site inspections of its premises and those of its sub-suppliers and subcontractors, provided that reasonable notice is given. Supfina may also instruct a third party to carry out the inspection and survey. This third party is bound by a duty of confidentiality.
7. Breach of the aforementioned obligations entitles Supfina to set a reasonable deadline for remedying the breach. If the deadline expires without the breach being remedied, Supfina may withdraw from or terminate the contract. It is not necessary to set a deadline if the breach is serious. If withdrawal or termination occurs due to the aforementioned breach, Supfina shall not be liable for any resulting damages. If Supfina suffers a loss as a result of withdrawal or termination due to a culpable breach of the aforementioned obligations by the contractual partner, the contractual partner will compensate Supfina for the loss incurred.

18 Audit

1. Supfina, or a third party appointed by Supfina who is bound by a confidentiality obligation, is entitled to examine all of the contractual partner's records necessary for verifying payments made to or by the contractual partner in connection with the order. The contractual partner must keep comprehensive, accurate, clear and accessible records, and must retain these records for the duration of the contract, plus a further five years after the delivery of goods or services, or after the termination of the contract if this occurs earlier.
2. During the contractual partner's office hours, the contractual partner shall grant Supfina, or a third party appointed by Supfina, free access to all timesheets, records and other documents required for a comprehensive audit. This includes original invoices, supporting documents and all relevant account books.

19 Final clauses

1. All legal relationships arising from or in connection with orders placed with Supfina shall be governed by the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods, adopted on April 11 1980, does not apply.
2. Unless agreed otherwise, the place of fulfillment is Wolfach. If the contractual partner is a trader, the exclusive place of jurisdiction is Wolfach. However, Supfina is also entitled to bring legal proceedings against the contractual partner at the court with general jurisdiction over that party.
3. Information on Supfina's data protection policy is available under Data Protection Policy - Supfina³.
4. If any of the provisions in these General Terms and Conditions of Purchase or in the contract are or become invalid, this shall not affect the validity of the other provisions. Any invalid provisions should be reinterpreted so that their intended legal and economic purpose is achieved. The same applies if, during the performance of the contract, a contractual gap requiring clarification comes to light. The contracting parties undertake to supplement any invalid provisions in the contract without delay, either by means of legally valid agreements or by remedying the gap in the contract.

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Version: August 2026

³ <https://www.supfina.com/de/datenschutz.html>