

General Terms and Conditions of Purchase of Peter Brehm GmbH

Peter Brehm GmbH
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1. Applicability

- 1.1 These General Terms and Conditions of Purchase apply to all - including future - business relationships with our suppliers. Terms and conditions of the supplier that conflict with or deviate from our Terms and Conditions of Purchase shall be binding on us only if and to the extent that we have expressly consented in text form to their applicability to the respective contract.
- 1.2 All agreements made between us and the supplier for the purpose of performing the contract are set out in writing or in text form in the order, the order confirmation or the other contractual documents.
- 1.3 Our Terms and Conditions of Purchase apply only vis-à-vis traders within the meaning of § 14 BGB, legal entities under public law and special funds under public law.

2. Order - Acceptance - Cancellation in the Event of Reduced Requirements

- 2.1 Orders as well as supplements and amendments to orders are made in text form, in particular via our ordering systems or by email. Oral or telephone orders require our subsequent confirmation in text form in order to be binding.
- 2.2 We expect acceptance of our order within five working days of the order date.
- 2.3 Events of force majeure or other events outside our area of responsibility that were unforeseeable at the time of ordering and for which we are not responsible, and which result in a substantial cessation or reduction of our requirements, entitle us to cancel the order in whole or in part insofar as adherence to the contract is unreasonable for us. Insofar as the supplier has already incurred necessary and substantiated expenses by the time the cancellation is received, it shall receive reasonable reimbursement of expenses including a reasonable proportionate profit; expenses saved and alternative possibilities for use shall be taken into account.

3. Shipping - Delivery Dates

- 3.1 The delivery time stated in the order is binding. The supplier is obliged to inform us without undue delay in text form if circumstances arise or become apparent to it which indicate that the agreed delivery date cannot be met.
- 3.2 In the event of delay in delivery, we shall be entitled to the statutory claims. In particular, after the expiry without result of a reasonable grace period, we are entitled to claim damages in lieu of performance. The supplier remains entitled to prove that it is not responsible for the breach of duty.
- 3.3 Unless otherwise agreed, the goods shall be shipped at the expense and risk of the supplier. Each delivery of goods must be accompanied by a delivery note showing at least the order number, Brehm item number and item description.
- 3.4 The supplier must comply with the applicable packaging law provisions and is obliged to take back free of charge the transport, outer and sales packaging used for our deliveries in accordance with the applicable statutory provisions.

4. Prices - Payment Terms

- 4.1 Unless otherwise indicated in the order, the prices stated in the order are fixed prices. Unless otherwise agreed, the price includes delivery "free domicile" including packaging.
- 4.2 We can process invoices only if, in accordance with the requirements of our order, they contain in particular the order number stated therein. The supplier is responsible for consequences arising from culpable non-compliance with this obligation.
- 4.3 For deliveries from a non-EU country, a declaration of origin must be stated on the invoice insofar as this is required under the applicable customs or foreign trade law provisions.

- 4.4 We pay invoices after the agreed delivery date, complete delivery including the documentation and inspection certificates owed, and receipt of the invoice, within the agreed payment terms. Unless otherwise agreed, the following standard payment terms apply: within 10 days with a 3 % cash discount or within 30 days net.
- 4.5 Payments shall be made only to the contracting party. The assignment of payment claims to third parties and their pledging require our prior consent, unless § 354a HGB or another mandatory statutory provision provides otherwise.

5. Retention of Title

- 5.1 Upon full payment of the purchased item under the respective supply contract, title to this item shall pass to us. An extended or prolonged retention of title, in particular in the form of a current account retention of title, shall not be recognised unless we have expressly consented to it in text form.

6. Warranty

- 6.1 We will inspect the goods within a reasonable period for discernible deviations in quality and quantity and notify the supplier thereof. The notification shall be deemed timely if it is received by the supplier within 10 working days of receipt of the goods or, in the case of hidden defects, of their discovery.
- 6.2 We shall be entitled to the statutory claims for defects without restriction. At our option, we are entitled to demand from the supplier remedy of the defect or delivery of a defect-free item. The right to damages, in particular damages in lieu of performance, remains unaffected.
- 6.3 Goods subject to a justified complaint shall be returned to the supplier at no freight cost to us. We are entitled, at the supplier's expense, to remedy the defects ourselves or have them remedied by third parties if there is imminent danger or particular urgency.
- 6.4 The statutory limitation periods apply, in particular § 438 BGB. A contractual shortening of the statutory limitation period for defect claims shall not be recognised unless we have expressly consented to it in text form.

7. Product Liability, Indemnification, Liability Insurance Coverage

- 7.1 Insofar as the supplier is responsible for product damage, it is obliged to indemnify us against justified claims for damages by third parties insofar as the cause arose within its sphere of control and organisation and it is itself liable vis-à-vis third parties.
- 7.2 Within the scope of its liability, the supplier is also obliged to reimburse the necessary expenses arising from or in connection with a recall. We will inform the supplier - insofar as possible and reasonable - of the content and scope of the recall measures to be carried out and give it an opportunity to comment. Further statutory claims remain unaffected.
- 7.3 The supplier undertakes to maintain product liability insurance with a sum insured per personal injury and property damage appropriate to the type and scope of its deliveries and, upon request, to provide us with corresponding evidence. Further claims remain unaffected.

8. Intellectual Property Rights

- 8.1 The supplier warrants that no third-party intellectual property rights are infringed within the Federal Republic of Germany in connection with its delivery.
- 8.2 If a third party asserts a claim against us due to an infringement of intellectual property rights for which the supplier is responsible, the supplier is obliged to indemnify us against the justified claims. The indemnification also includes the necessary expenses incurred by us as a result of or in connection with the claim asserted by the third party.
- 8.3 The statutory limitation periods apply to claims due to infringements of intellectual property rights.

9. Confidentiality

- 9.1 The supplier is obliged to treat the order and the work resulting from it, including all associated documents, devices, operating equipment and other information, as confidential. Separate confidentiality agreements concluded with the supplier shall take precedence.

10. Trademark Protection

10.1 The supplier undertakes to deliver goods that bear our trademarks, are packaged in packaging bearing our name or our trademark, or are manufactured in any other presentation specifically specified for us, exclusively to us or to recipients expressly designated by us.

11. Final Provisions

11.1 All legal relationships between us and the supplier shall be governed by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

11.2 If the supplier is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the place of performance and place of jurisdiction shall be our place of business in Weisendorf. However, we are also entitled to sue the supplier at its general place of jurisdiction.

11.3 Should individual provisions of these Terms and Conditions be or become invalid or unenforceable in whole or in part, the validity of the remaining provisions shall remain unaffected. The statutory provisions shall take the place of the invalid or unenforceable provision.