

General Terms and Conditions of Purchase

(Status: 09/2026)

1. Scope / Grant of Contract

- 1.1. The legal relationships between the supplier and HAHN Automation Group GmbH (hereinafter collectively referred to as "HAHN Automation") shall be governed by these terms. Any changes and additions must be in writing. The supplier's general terms and conditions do not apply – even if they merely supplement these terms – unless HAHN Automation explicitly agrees to them.
- 1.2. Contracts set out the supplied item and the conditions and are binding when issued in text form or electronically by HAHN Automation and confirmed by the supplier. The same applies to amendments. The supplier item is specified by the HAHN Automation material number listed in the contract and the accompanying documentation. A quantity and delivery deadline commitment arises only through delivery planning allocations or pull orders issued by HAHN Automation, which can be communicated in text form in accordance with § 126 b BGB to the supplier. If the supplier does not object immediately after receipt, the delivery planning allocation or pull order is deemed accepted by the supplier without the need for a confirmation of order.
- 1.3. The supplier may only engage subcontractors to fulfill its obligations after obtaining prior written approval from HAHN Automation. The supplier must notify HAHN Automation in text form, without being prompted, of any intended subcontractor in a timely manner before the supplier's contract conclusion. In such cases, the supplier is liable for the negligence of its subcontractors as well as its own negligence.
- 1.4. Product changes or production adjustments by the supplier that result in a change of the drawings' specification or quality standards, or otherwise affect the safety and functionality of HAHN Automation products, may only be made with prior written consent from HAHN Automation and will only be compensated if agreed in writing in advance. The calculation of worked hours is recognized only for hours that have been signed by HAHN Automation or its representatives.
- 1.5. If the supplier considers a changed or additional service to be necessary, or if HAHN Automation demands a service that is not included in the contract scope, the supplier must promptly and unprompted submit a variation offer in text form based on the contract price base; any reduced services from the contract must be taken into account. The variation offer must cover all technical, economic, and time-schedule consequences of the deviating service. Creating variation offers is free of charge for HAHN Automation. Acceptance of the deviating service occurs with a written issuance of a variation order. Delivery dates or deadlines are affected by changes in service only when explicitly agreed.

2. Delivery and Performance Dates

- 2.1. The delivery shall take place on the dates specified in delivery pull requests, individual orders, or pull orders. Compliance with these dates is a material contractual obligation. The delivery dates stated by HAHN Automation are each to be regarded as binding.
- 2.2. The key factor for meeting the date / deadline is the receipt at the supplier's factory that is to be supplied by HAHN Automation or the contractually agreed delivery location.
- 2.3. Orders are placed under DAP (Incoterms 2020) to the specified delivery address. If DAP delivery was not agreed, the supplier must make the goods available in time, taking into account the usual loading and shipping times, and register them for pickup with the agreed freight forwarder / parcel service.

3. Delivery Delay

- 3.1. If the agreed delivery date is not met due to a circumstance attributable to the supplier, the supplier is obliged to compensate HAHN Automation for the delay damages. Acceptance of a late delivery or performance does not waive further claims arising from the delay. Anticipated delivery delays must be reported to HAHN Automation in writing without delay, regardless of this.
- 3.2. In the event of an early delivery, HAHN Automation may arrange the return at the supplier's expense. If no return is made for an early delivery, the goods are stored by HAHN Automation at the supplier's cost and risk until the agreed delivery date. If early deliveries are accepted, the due date of the purchase price is determined by the agreed delivery date.
- 3.3. In the case of delivery delay, a contractual penalty of 1.0 % per calendar week (starting with the first week) is payable, up to a maximum of 5 % of the total contract value of the delivery or performance, in addition to any further damages. Otherwise, § 341 BGB applies.

4. Payment Terms and Payment Deadlines

- 4.1. Payment shall be made according to the individual agreement. If early deliveries are accepted, the payment deadline is set by the agreed delivery date.
- 4.2. In the event of a defective delivery, HAHN Automation is entitled to retain a proportionate amount of the payment until the delivery is properly fulfilled.
- 4.3. For ongoing supplies, HAHN Automation may, even if each delivery is invoiced separately, consolidate the payment at the end of a week without forfeiting the right to the agreed early-payment discount (Skonto).
- 4.4. The invoice must be sent to HAHN Automation by e-mail to accounting.derh@hahnautomation.group. It must include the contract number and date, the order number and date, the VAT identification number for cross-border deliveries within the EU, the unloading point, the delivery note number and date, and the quantity of the invoiced goods. An invoice may refer to only one delivery note.
- 4.5. HAHN Automation is entitled to set off the supplier's claims against its own claims or against claims of companies that are corporate-lawfully connected with HAHN Automation. Assignment of the supplier's claim to third parties is permissible only with written consent from HAHN Automation. Consent will not be denied without good reason. HAHN Automation reserves the right to make payments by check, bill of exchange, or acceptance.

5. Inspection on Receipt, Quality Assurance, Documentation-Required Items

- 5.1. The values determined by HAHN Automation during the receipt inspection - quantities, dimensions, weights, and quality - are decisive. Acceptance is made subject to an examination for correctness and suitability and otherwise in accordance with HAHN Automation's quality regulations. Inspection personnel and domestic or foreign authorities are authorized to verify the material quality and/or the manufacturing process of the supplied items while at the supplier's plant during working hours.
- 5.2. Payment of the purchase price does not constitute acknowledgment of a defect-free, compliant delivery.
- 5.3. The supplier must comply with the state of the art, safety regulations, and the technical specifications required for its delivery, and must continuously monitor the quality of its products.
- 5.4. The initial sampling is performed in accordance with the requirements communicated by HAHN Automation. Test documentation must be retained for ten years and may be handed over to HAHN Automation upon request at any time. The supplier must bind its own sub-suppliers to the same extent and within the limits of the law.

6. Defect Notification

HAHN Automation shall notify the supplier of any open defects in the delivery within 14 days after delivery, and of any concealed defects within 14 days after they are discovered.

7. Freight, Packaging, Insurance, and Transfer of Risk

Deliveries shall be made to the delivery address specified under DAP (Incoterms 2020), including packaging and freight, unless a different agreement has been made in writing. The supplier bears the risk of loss during transport.

8. Liability for Defects

For material and legal defects of the supplied items, the supplier is liable in accordance with the statutory regulations, unless otherwise specified below:

- 8.1. **Material Defects:** When defective goods are delivered, the supplier must first be given an opportunity to remedy the defect by correcting or supplying replacement parts before production (processing or installation) begins, unless doing so would be unreasonable for HAHN Automation. If the supplier cannot perform the remedy within a reasonable period set by HAHN Automation or fails to comply immediately, HAHN Automation may (at the supplier's expense) correct the item itself, have a third party perform the correction, or withdraw from the contract and return the goods at the supplier's risk. All costs incurred in this way are borne by the supplier. If the same goods are repeatedly delivered with defects, HAHN Automation is entitled to withdraw from the contract after a written warning regarding the unmet delivery scope. All further statutory claims remain unaffected.
- 8.2. The supplier must make the parts that it must replace immediately available to HAHN Automation at its own cost, upon request. **Legal Defects:** The supplier is liable to ensure that third-party intellectual-property rights (e.g., rights to work results) are not infringed. If the use of the supplied item infringes such rights, the supplier, if at fault, shall indemnify HAHN Automation against all claims. All further statutory claims remain unaffected.
- 8.3. Upon request, the supplier shall inform HAHN Automation of the use of any published or unpublished proprietary and licensed intellectual-property rights and applications concerning the supplied item.
- 8.4. **Statute of Limitations:** Claims for defects expire 30 months after the delivery of the end product to the end customer, and no later than 36 months after delivery to HAHN Automation, unless a longer statutory period applies. HAHN Automation's re-traction claims against the supplier for material-defect claims under §§ 445a, 445b, 478 of the German Civil Code (BGB) remain unaffected.
- 8.5. All other warranty provisions shall be governed by the statutory regulations.

9. Liability

Where no other provision applies, the supplier shall be liable for any direct or indirect damage to HAHN Automation arising from a defective delivery, a breach of regulatory safety requirements, or any other legally attributable reason:

The supplier is liable in accordance with the statutory provisions.

If HAHN Automation is sued by a third party, the supplier shall indemnify HAHN Automation (in its internal relationship) for as long and to the extent that the supplier would otherwise be liable to HAHN Automation. § 254 BGB applies accordingly. For measures taken by HAHN Automation to prevent or mitigate damage (e.g., special inspections, recalls), the supplier is liable to the extent that the underlying damage can be attributed to those measures. The supplier shall be given an opportunity to investigate the damage case.

10. Production Equipment / Material Orders / Parts Developed by HAHN Automation

- 10.1. Production Equipment such as models, prototypes, dies, tools, gauges, drawings, and related items—that are supplied to the supplier by HAHN Automation or that the supplier has produced under HAHN Automation's instructions and at HAHN Automation's expense, as well as material and auxiliary equipment provided free of charge to the supplier for a processing or fabrication assignment, remain the property of HAHN Automation. These tools may not be transferred to, otherwise used by, or made available to any third party without written consent, even after the contract ends.
- At contract termination, all such manufacturing tools must be returned to HAHN Automation free of charge and in pristine condition. The proportion of manufacturing tools paid for by HAHN Automation can be taken over by HAHN Automation at the time value of the supplier's share upon completion of the supply.
- 10.2. Products that have been developed by HAHN Automation (e.g., manufactured according to HAHN Automation specifications or drawings) and/or bear HAHN Automation trademarks and/or the HAHN Automation part number may only be sold by the supplier to HAHN Automation. Direct deliveries to third parties are generally prohibited. The supplier further commits not to offer such parts in catalogs or other marketing or sales materials. In the event of a breach of the supplier's obligations set forth above, HAHN Automation is entitled to terminate the contract and to demand the return of what was obtained through the breach or compensation for the damages incurred.
- 10.3. The supplier must safeguard the material provided to HAHN Automation with the care of a diligent merchant and is obligated to promptly notify HAHN Automation if any seizure or other security measure could affect HAHN Automation's ownership. If any deviations are found in the supplied manufacturing tools - e.g., between a prototype and the drawing - HAHN Automation is required to point out those deviations before commencing production.
- 10.4. If the supplier performs development services under an assignment, those services are considered to be paid for as part of the purchase price and transfer into the exclusive ownership and usage rights of HAHN Automation.

11. Confidentiality, Data Protection, and Reverse Engineering

The parties agree to treat all non-obvious commercial and technical details that become known to them through the business relationship as trade secrets. Drawings, models, templates, prototypes and similar items, as well as software, must not be provided to or made accessible to third parties. The supplier may not disclose the existence of the business relationship to HAHN Automation without its consent for advertising or public relations purposes. Sub-suppliers must be bound by this provision in the same manner.

HAHN Automation is entitled to process the personal data received within the course of the business relationship in accordance with the German Federal Data Protection Act (Bundesdatenschutzgesetz). Reverse engineering of HAHN Automation-supplied manufacturing tools or other items or services provided to the supplier in the sense of § 3 of the German Trade Secrets Act (GeschGehG) is prohibited.

12. Foreign Workers, Compliance

- 12.1. If HAHN Automation becomes aware of serious violations of occupational health and safety, it is entitled to terminate the contract if the supplier does not immediately cease the cited violations.
- 12.2. In that case, HAHN Automation is also authorized to order the immediate suspension of work by the supplier's personnel. Any delay-related and consequential damages will be borne by the supplier. The same applies if the supplier, its executors, or other persons attributable to it commits a competitive offence, a financial offence, a bribery offence, or a comparable crime against HAHN Automation, or if there is a reasonable suspicion of such conduct.
- 12.3. The supplier guarantees that any subcontractors it employs comply with the applicable social-security and payroll-tax requirements, and that any foreign workers used possess the necessary work permits.

13. Minimum Wage Act

The supplier shall ensure that the provisions of the German Minimum Wage Act are complied with and shall monitor compliance with those provisions among its subcontractors. The Minimum Wage Act applies to any employment of employees within Germany, including domestic assembly by foreign contractors and the employment of foreign workers on German soil.

If HAHN Automation is held jointly liable for non-compliance with the Minimum Wage Act by the supplier or its subcontractors, HAHN Automation shall be indemnified by the supplier. HAHN Automation may require proof that the minimum-wage regulations and the related documentation and reporting obligations are met. HAHN Automation may also require that subcontractors who appear unreliable be discontinued.

All further claims and the right to terminate the contract with immediate effect remain unaffected.

14. Force Majeure

Force majeure, labor disputes, and other unforeseeable, unavoidable, or serious events (including pandemics, in particular COVID-19) shall release the contracting parties from their performance obligations for the duration of the disruption and to the extent of its effects. This shall also apply if such events occur at a time when the affected contracting party is in default. The contracting parties are obligated, to the extent reasonable, to provide the necessary information without delay and to adjust their obligations in good faith to reflect the changed circumstances.

15. Obligation to Procure Replacement Parts

The supplier agrees to fulfill orders for replacement and wear parts for at least 10 years after the last delivery. Section 8 (Liability for Defects) applies to replacement parts.

16. Sustainability

The supplier commits to comply with the sustainability standards set out in the Supplier Code of Conduct of HAHN Automation Group. This includes, among other things, adherence to human rights, environmental standards, ethical business practices, and traceability of critical raw materials. The current version of the Supplier Code of Conduct is available at the following link: <https://www.hahnautomation.group/downloads/>

17. REACH-Regulation

- 17.1. The supplier commits to comply with all applicable requirements of Regulation (EC) No 1907/2006 (REACH) and any changes or amendments subsequently adopted.
- 17.2. The supplier specifically guarantees that the substances, mixtures and products it supplies meet the applicable REACH requirements and that all necessary registration, authorization, restriction and information obligations are fulfilled.
- 17.3. The supplier must immediately notify HAHN Automation in writing if a product it supplies contains a Substance of Very High Concern (SVHC) from the current candidate list under Article 59 REACH in a concentration greater than 0.1 % by mass (w/w). The notice must include at least the name of the concerned substance and provide all information necessary for the safe use of the product.
- 17.4. The supplier also commits to inform HAHN Automation without delay of any changes to the REACH status of the supplied substances, mixtures or products, in particular the addition of substances to the candidate list, new authorization or restriction obligations, and any other information relevant to the safe use.
- 17.5. Where a Safety Data Sheet (SDS) in accordance with REACH is required for the supplied substances or mixtures, the supplier must provide it in the current valid version free of charge in a timely manner. Any changes to the SDS or relevant new information must be communicated to HAHN Automation immediately.
- 17.6. Upon request, the supplier must provide suitable evidence of compliance with REACH requirements and make all information needed for assessing REACH conformity available in full.
- 17.7. The obligations above apply irrespective of whether the supplier is located within or outside the European Union.

18. Information Security Level

If information security pursuant to TISAX® is order-dependent, HAHN Automation will inform the supplier about it. Contractual agreements regarding information security will, where applicable, be forwarded to the supplier and its cooperation partners. In this case, the supplier, together with its cooperation partners, commits to the following:

- Compliance with the applicable contractual information-security agreements
- Ensuring an appropriate level of information security by adhering to the information-security requirements defined by TISAX®
- Communicating the requirements for an adequate information-security level to its subcontractors
- Consent to any necessary audits on information-security and confidentiality agreements

19. Insurance

- 19.1. The supplier must procure a standard commercial general-liability insurance that excludes any claim against HAHN Automation, with a minimum coverage sum of €5 million, and maintain it for the entire duration of the contract. Upon request, the supplier must prove this insurance coverage to HAHN Automation by providing a certificate from the insurer.
- 19.2. In addition, the supplier must obtain sufficient installation (assembly) insurance covering all damages, including the risk of and a waiver of recourse against HAHN Automation, its personnel, and any suppliers involved in the performance, at the supplier's own expense. This insurance must be kept in force until the complete fulfillment of the contractually agreed services. In the event of a loss, any existing fire or liability insurance held by HAHN Automation is subordinate to the installation insurance. Upon request, the supplier must prove this insurance coverage to HAHN Automation by presenting a certificate from the insurer.
- 19.3. If the supplier breaches the obligations set out in the preceding paragraphs or any other insurance obligations arising from the contract, the supplier must indemnify HAHN Automation as if the contractually required insurance coverage had been established and/or maintained.

20. Place of Performance and Governing Law

Place of performance is the registered office of HAHN Automation. Jurisdiction is Bad Kreuznach; however, HAHN Automation may also bring proceedings before the courts at the supplier's registered office. The law of the Federal Republic of Germany applies. The application of the referral provisions of German private international law (choice-of-law rules) is excluded.