



**General Terms and Conditions of Purchase of Haake Technik GmbH Master Esch 72, 48691 Vreden (Version 01.01.2025)**

**§ 1 General Conditions**

1.1 The following Terms and Conditions of Purchase shall apply exclusively. Conflicting terms and conditions of the purchaser shall not become part of the Agreement unless we confirm this separately and in writing.

1.2 In addition to these General Terms and Conditions of Purchase, the General Terms and Conditions of Sale shall apply.

1.3 These Terms and Conditions of Purchase shall also apply to all possible future transactions with the Supplier.

**§ 2 Offer**

2.1 The Supplier is obliged to accept Haake's order within one week at the latest.

2.2 If we have framework agreements with the Supplier, these take precedence over these conditions of purchase.

2.3 We reserve title and copyright to all illustrations, drawings, calculations or other documents which we make available to the Supplier. Such information may not be disclosed to third parties without our prior written consent.

2.4 If Haake specifies an order number or other Haake-specific information, such as a commission number, the Supplier is obliged to reproduce this information on all forms, delivery notes, invoices, etc., whether in paper or electronic form. Without the complete indication of the order number, no processing and no payment can be made by Haake.

**§ 3 Free of harmful substances**

3.1 The Supplier guarantees that the products delivered to Haake are free of harmful substances.

3.2 The Supplier irrevocably undertakes to comply with the REACH Regulation, the ROHS Directive, the WEEE Directive and the POP Regulation in their current version, including any amendments.

3.3 The Supplier has to inform Haake in due time about unavoidable pollution, stating the exact substances involved.

3.4 At the request of Haake, the Supplier is obliged to provide information and proof of compliance with the material.

**§ 4 Product changes**

4.1 The following applies to framework agreements and repeat deliveries: If the Supplier intends to change the object of purchase (other production method, other materials, etc.), he must inform Haake of this immediately in writing.

4.2 If the Supplier intends to withdraw a product from his range, he must inform Haake of this in writing at least six months prior to the withdrawal. This is the only way to ensure that Haake can stock a corresponding number of these products or otherwise find new product sources if the Supplier does not wish to continue delivery.

**§ 5 Certifications and Compliance**

5.1 Haake is certified according to ISO 9001, ISO 14001, ISO 45001 and other management systems. At the request of Haake, the Supplier is obliged to provide information and evidence of management systems and agrees to have

Supplier audits carried out by Haake, considering the operational concerns of the Supplier.

5.2 of The Supplier undertakes to comply with the legal requirements (compliance), e.g. the Supply Chain Compliance Act (Lieferkettensorgfaltspflichtengesetz LkSG). At the request of Haake, the Supplier is obliged to provide information and evidence on the subject of compliance and agrees to Supplier audits being carried out by Haake, considering the operational concerns of the Supplier.

**§ 6 Prices and payment conditions**

6.1 The price stated in Haake's order is binding for the Supplier.

6.2 All goods shall be delivered 'DDP' in accordance with INCOTERMS 2020 including packaging, delivery address is Master Esch 72, 48691 Vreden, unless we specify a different delivery address.

6.3 The Haake order number must be stated on all invoices and in all correspondence.

6.4 Unless otherwise agreed, Haake shall pay within 30 days of receipt of the verifiable invoice with a 3% discount or net within 90 days. If the Supplier's invoice is received prior to the goods, the 30-day period shall commence upon delivery of the goods and handover of a verifiable invoice.

**§ 7 Performance period**

7.1 The delivery time stated in Haake's order is binding.

7.2 If the Supplier cannot comply with the specified delivery time, he is obliged to inform Haake immediately in writing and to state when the (delayed) delivery will take place. In the event of such a delay in delivery, Haake is entitled to demand a lump-sum contractual penalty of 0.3 % of the net order value for each working day of delay, up to a maximum of 5 % of the net order value in total. Haake reserves the right to assert further statutory claims as a result of the delay.

**§ 8 Transfer of risk**

8.1 Unless otherwise agreed in writing, the risk shall pass upon complete delivery of the goods to our registered office in Vreden.

8.2 If the delivery or individual parts of the delivery are defective, we shall be entitled to return the goods to the Supplier carriage forward. The risk shall then pass to the Supplier when the goods are handed over to the carrier.

**§ 9 Liability for defects**

9.1 In restriction to § 377 HGB (German Commercial Code), Haake is only obliged to carry out a visual inspection upon delivery of the goods. A notice of defects shall in any case be deemed timely if it is received within a period of 14 working days (assembly up to and including Fridays) after delivery in the case of obvious defects.

9.2 In the event that defects are present, Haake shall be entitled to the statutory claims for defects. In the event of urgency, Haake shall be entitled to remedy the defect or procure a replacement itself.

9.3 The limitation period for claims for defects is 28 months from the transfer of risk.



## **§ 10 Product liability**

### 10.1

If the Supplier is responsible for a product damage according to the product liability law, he has to indemnify Haake from any claims of third parties on first demand.

### 10.2

To cover the risk, the Supplier is obliged to take out product liability insurance with a minimum cover of  
- for personal injury: € 5,000,000.00 (in words: five million euros)

- for damage to property: € 2,000,000.00 (in words: two million euros)  
to be maintained. At the written request of Haake, the Supplier is obliged to provide proof of the product liability insurance, including the current premium payments. The Supplier grants Haake the right to request information from the product liability insurance company about the type and scope of the product liability insurance.

### 10.3

If Haake is forced to start a recall campaign, which is caused by a defective product of the Supplier, the Supplier is obliged to indemnify Haake from all claims of third parties and expenses.

## **§ 11 Changes to the delivery program / spare parts stock**

### 11.1

If the Supplier intends to manufacture a product differently from that ordered by Haake (this applies in particular to repeat deliveries, framework agreements, etc.), the Supplier is obliged to inform Haake of this as early as possible in writing, stating the intended changes.

### 11.2

If the change is not of decisive importance and is reasonable for Haake, the Supplier is entitled to make the change, provided that this does not lead to any disadvantages for the product and no additional costs are incurred. If the intended change is essential, Haake can decide whether these parts are to be purchased in the future or not. If not, Haake has the right to withdraw from the agreement.

### 11.3

The Supplier is obliged to keep spare parts for all deliveries in stock for a period of at least eight years after delivery. The prices for spare parts must be in line with the market and in proportion to the original delivery price plus a reasonable increase for inflation, storage, etc. The supply of spare parts is of fundamental importance to Haake and is therefore included in the Supplier's main performance obligations.

## **§ 12 Documentation and confidentiality**

### 12.1

The Supplier is obliged to create a complete technical documentation and to send it to Haake in its entirety on request. It is part of the main delivery.

### 12.2

The technical documentation is to be delivered in paper form and as a file. It shall be provided in German and English as standard.

### 12.3

All technical documentation shall comply with the recognised rules of technology.

### 12.4

All technical documentation is subject to strict confidentiality. The Supplier is obliged to ensure that third parties do not have access to this information and that only those employees involved in the project have access within the company.

### 12.5

The Supplier is obliged to store all technical documentation in a legally compliant and audit-proof manner for at least 15 years.

### 12.6

The Supplier acknowledges Haake's unrestricted property rights and copyrights to all documents that Haake makes available to the Supplier.

## **§ 13 Place of fulfilment**

Unless otherwise agreed in text form, the place of fulfilment is the registered office of Haake, Vreden.

## **§ 14 General conditions**

### 14.1

German law shall apply exclusively to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction is the court responsible for Haake's registered office.

### 14.2

Amendments and supplements to these General Terms and Conditions of Purchase must be made in writing. Deviation from the text or written form is only permissible if the corresponding form is observed.

14.3 Should any provision of these Terms and Conditions of Purchase be or become invalid, this shall not affect the validity of the remaining provisions. The parties are then obliged to replace an invalid provision with one that comes closest to the purpose of the agreement.