

General Purchasing Conditions

1. General

1.1 The following General Purchasing Conditions (GPC) apply to all orders/contracts of m3connect GmbH (hereinafter M3). Contractors within the meaning of these terms and conditions are exclusively business entities.

1.2 Business entities within the meaning of these terms and conditions are natural or legal persons or partnerships with legal capacity with whom business relations are entered into and who act in the exercise of their commercial or independent professional activity when concluding a legal transaction.

1.3 Deviating, conflicting, or supplementary General Terms and Conditions of the Contractor shall not become part of the contract, even if known, unless their validity is expressly agreed to in writing. If the Contractor also uses an exclusion clause corresponding to the previous sentence in their General Terms and Conditions, the contract is concluded even without express agreement on the inclusion of General Terms and Conditions. Insofar as the various General Terms and Conditions are identical in content, they are deemed agreed. Conflicting individual provisions are replaced by the provisions of dispositive law. The same applies if the Contractor's terms and conditions contain provisions that are not included in these terms and conditions. If these terms and conditions contain provisions that are not included in the Contractor's terms and conditions, these terms and conditions shall apply.

1.4 If M3's order deviates from the Contractor's offer, the order shall be deemed accepted by the Contractor with the content of the order placed by M3, unless the Contractor objects to this order within one week of the order date.

1.5 Only orders placed in writing are legally binding. Orders placed verbally or by telephone require subsequent written confirmation by M3 to be legally valid. The same applies to verbal side agreements and contract amendments.

1.6 No remuneration is paid for the preparation, submission, and presentation of offers or for participation in tenders, unless expressly agreed otherwise in writing with the Contractor. The preparation of an offer does not in any case entitle the recipient to receive an order.

1.7 M3 may propose changes to the delivery item even after conclusion of the contract. The Contractor is obligated to agree to such a contract amendment if it is reasonable for them. Any effects on costs and delivery dates shall be agreed upon mutually and taken into account appropriately.

2. Confidentiality

2.1 The Contractor undertakes to use all information that becomes known to them during their activity for M3 exclusively for the contractual purpose and to keep it confidential even beyond the termination of the contractual relationship.

Information within the meaning of this confidentiality agreement includes:

- all information that M3 designates as confidential to the receiving Contractor
- trade secrets pursuant to § 2 No. 1 GeschGehG (Trade Secrets Act) as well as
- information in the nature of trade secrets for which no appropriate protective measures within the meaning of § 2 No. 1 lit. b GeschGehG have been taken.

2.2 The Contractor shall impose corresponding obligations on their employees and subcontractors.

2.3 All documents, materials, objects, etc. provided by M3 for the execution of the order remain the property of M3 and may only be passed on to third parties with prior written authorization from M3 and must be returned immediately upon request by M3, excluding all rights of retention.

3. Prices, Shipping, Packaging

3.1 The agreed prices are fixed prices and exclude subsequent claims by the Contractor. They must be stated in euros and are exclusive of statutory value-added tax.

3.2 Unless expressly agreed otherwise, the Contractor delivers DDP Incoterms 2020, including packaging, insurance, and all other ancillary costs. For domestic deliveries, these apply accordingly, but without customs clearance obligations.

3.3 Our order number must be stated on all correspondence (e.g., shipping notices, waybills, invoices, and all correspondence) with M3.

3.4 M3 only accepts the quantities or units ordered by M3. Over- or under-deliveries are only permitted with prior written consent from M3.

4. Invoicing, Payment

4.1 Invoices must be sent immediately, but no later than 10 days after delivery or complete performance in accordance with the contract, stating all order data in a single copy to the billing address specified in the respective order. Invoice copies must be clearly marked as such.

4.2 Unless otherwise agreed in writing, invoices are payable within 14 days less 3% discount or after 30 days net, calculated from delivery/performance and receipt of invoice.

4.3 In the event of defective delivery/deficient performance, M3 is entitled to withhold payment proportionally until proper fulfillment.

4.4 Claims arising from contracts concluded with M3 may only be assigned with the written consent of M3

5. Delivery Dates, Delivery Periods

5.1 The delivery periods or dates specified in the order are binding. The decisive factor for compliance with the delivery date or delivery period is the receipt of the goods at the receiving or use location specified by M3 or, if acceptance has been agreed, the timeliness of successful acceptance.

5.2 M3 is entitled to refuse acceptance of goods that are not delivered on the delivery date specified in the order and to return them or store them at the Contractor's expense and risk.

5.3 If the Contractor recognizes that an agreed date cannot be met, they must notify M3 immediately in writing, stating the reasons and the expected duration of the delay.

5.4 The Contractor may only invoke the absence of necessary documents to be provided by M3 if they have requested the documents in writing and have not received them within a reasonable period.

6. Guarantee and Warranty

6.1 The Contractor warrants that all deliveries and services comply with the recognized rules of technology, the relevant legal provisions (including EU requirements), as well as the applicable regulations and guidelines of authorities, professional associations, and trade associations.

The agreed condition within the meaning of § 434 para. 2 BGB includes in particular compliance with all technical specifications, quality standards, and intended uses specified in the order.

Deviations from this are deemed material defects unless they have been expressly approved in writing by M3 in advance.

6.2 The warranty period is 24 months unless expressly agreed otherwise. It begins with the handover of the delivery item to M3 or the third party designated by us at the receiving or use location specified by us. If acceptance has been agreed, the warranty period begins after successful defect-free acceptance. Otherwise, the statutory warranty claims apply without restriction.

6.3 The limitation period is suspended during rectification or replacement delivery for the affected delivery item. For delivery parts that could not remain in operation during the investigation of a defect and/or defect rectification, the limitation period is extended by the period of operational interruption, provided the Contractor is responsible for the defect. For repaired or newly delivered parts, the limitation period begins anew upon completion of rectification or, if acceptance has been agreed, upon acceptance.

Acceptance must be requested in writing from M3 if applicable.

6.4 In the event of defects, M3 has the statutory rights to supplementary performance, withdrawal, reduction, and damages.

6.5 In the case of supplementary performance, M3 may demand rectification or replacement delivery at its discretion. Any resulting transport, travel, labor, and material costs shall be borne by the Contractor. If M3 suffers damage due to defective delivery or performance, M3 may—in addition to further statutory rights—demand flat-rate compensation of up to 15% of the net order value. The Contractor expressly reserves the right to prove that lesser or no damage occurred.

6.6 The Contractor is liable within the framework of supplier recourse pursuant to §§ 445a, 445b BGB for their goods being free of defects, provided M3 has been held liable by a third party (e.g., end customer) due to a defect.

The Contractor waives the objection of missing deadline setting in the case of recourse.

Costs of return, transport, inspection, replacement delivery, recall actions, and legal prosecution must be fully reimbursed within the framework of recourse, insofar as the defect lies within the Contractor's area of responsibility.

Insofar as M3's order is not directed at the delivery of goods but at the provision of services, the Contractor is liable for the performance of service contractual obligations in accordance with statutory provisions.

The Contractor indemnifies M3 against all claims asserted by third parties based on the Contractor's services rendered under or in connection with the service contract culpably violating the Contractor's service contractual obligations. The indemnification also includes the Contractor's obligation to reimburse M3 for the costs of appropriate legal prosecution incurred in defending against the claims. The obligation to indemnify also includes all claims by third parties based on the Contractor's services rendered under and/or in connection with the service contract violating their proprietary rights.

Further or other claims by M3 remain unaffected.

6.7 For damages arising from product liability, the Contractor is liable within the framework of statutory provisions, in particular the Product Liability Act. They shall indemnify M3 against all claims by third parties based on defects in products delivered by the Contractor, provided the Contractor is responsible for the product defect. The Contractor undertakes to conclude industry-standard product liability insurance with sufficient coverage and to provide proof upon request by M3.

6.8 If M3 must conduct a recall action due to a defective product delivered by the Contractor, the Contractor shall bear all resulting costs, provided the recall is based on a product defect for which the Contractor is responsible.

7. Proprietary Rights

7.1 The Contractor warrants that all deliveries and services are free of third-party proprietary rights and that, in particular, the delivery and use of the delivery items do not violate patents, licenses, or other proprietary rights of third parties.

7.2 The Contractor shall indemnify M3 and M3's contractual partners upon first request against all claims asserted by third parties, whether natural or legal persons under private or public law, against M3 and/or M3's contractual partners arising from a violation of the warranted obligations under para. 1. This applies regardless of the legal basis of such claims and regardless of culpable conduct by the Contractor. The indemnification also includes the obligation to reimburse M3 for the costs of appropriate legal prosecution incurred by M3 in defending against the claim. Further or other claims by M3 remain unaffected.

7.3 M3 is entitled, but not obligated, to obtain permission from the rights holder to use the relevant delivery items and services at the Contractor's expense.

8. Code of Conduct

8.1 The Contractor undertakes to comply with M3's Code of Conduct, available at <https://www.m3connect.com/terms-and-conditions/>. The Code of Conduct is an integral part of these purchasing conditions.

8.2 A violation of the Code of Conduct is deemed a material breach of contract. In such a case, M3 is entitled to withdraw from the contract or terminate it for good cause, provided the Contractor has been given prior warning and does not remedy the situation within a reasonable period.

8.3 M3 reserves the right to verify compliance with the Code of Conduct through appropriate measures.

9. Final Provisions

9.1 Should individual parts of these General Purchasing Conditions be legally invalid, the validity of the remaining provisions shall not be affected.

9.2 The supplier is not entitled to transfer or assign their contractual obligations or rights or parts thereof to third parties without our prior written consent.

9.3 Unless expressly agreed otherwise, the place of performance for the delivery obligation is the shipping address or use location we specify; for all other obligations of both parties, Aachen.

9.4 If the supplier ceases payments, a provisional insolvency administrator is appointed, insolvency proceedings are opened over their assets, or there are bill or check protests against the supplier, we are entitled to withdraw from the contract in whole or in part without any claims being derived against us.

9.5 The exclusive place of jurisdiction is Aachen. However, we reserve the right to assert our claims at any other permissible place of jurisdiction.

9.6 The law of the Federal Republic of Germany applies exclusively, excluding the UN Convention on Contracts for the International Sale of Goods.