
General Terms and Conditions of Purchase

I. Applicable General Terms and Conditions

Contracts between WIRTGEN GmbH (Purchaser) and its suppliers shall be entered into exclusively on the basis of the following General Terms and Conditions of WIRTGEN GmbH. All agreements, changes and ancillary agreements must be in writing in order to be valid. WIRTGEN GmbH hereby expressly objects to any reference made by the supplier to the supplier's own General Terms and Conditions. Our Terms and Conditions of Purchase shall also apply if we accept or pay for deliveries of the supplier's products and services in full knowledge of the supplier's conflicting or differing terms and conditions. Our Terms and Conditions of Purchase shall also apply to all future deliveries and services by the supplier until our new Terms and Conditions of Purchase take effect.

II Ordering

1. Supply contracts (purchase orders and acceptance) and call-offs, as well as any changes and additions to them, must be in writing. Purchase orders and call-offs may also be made by data transmission.
2. If the supplier does not accept the purchase order within three weeks of receipt, the Purchaser shall be entitled to withdraw it. Call-offs shall become binding at the latest two weeks after receipt if the supplier has not objected to them by then.
3. The Purchaser may request changes to the structure and design of the goods to be delivered where reasonable for the supplier. The effects of this, particularly additional or reduced costs or effects on delivery dates, must be adequately governed by mutual agreement.
4. Cost estimates or offers of any kind shall be binding and free of charge.

III. Payment

1. If deliveries are accepted early, payment shall be due after the agreed delivery date.
2. If delivery is deficient, the Purchaser shall be entitled to withhold payment proportionately until delivery has been properly performed.
3. The supplier is not entitled to assign its claims against the Purchaser or have such claims collected by a third party without the prior written consent of the Purchaser, which must not be unreasonably refused. In the event of prolonged retention of ownership, this consent shall be assumed.
4. Price changes shall require the Purchaser's approval.
5. Unless otherwise agreed, the Purchaser's payments shall be made 14 days after receipt of the goods and invoice with an early-payment discount of 3% or in full 30 days net after receipt of the goods and invoice.
6. Unless specially agreed, the prices shall be assumed to be DDP (in accordance with Incoterms 2000) including packaging. VAT is not included. The supplier shall bear the risk of damage to or loss of the goods until the goods are accepted by us or our agents at the location to which the goods are to be delivered as agreed in the order.

IV. Notifications of defects

The Purchaser must notify the supplier of any defects in the delivery in writing without undue delay as soon as such defects are identified in the ordinary course of business. The supplier shall in this respect waive the right to object to delayed notification of defects.

V. Confidentiality

1. All business or technical information (including features deduced from objects, documentation or software provided, and other knowledge and experience) made available by us must be kept confidential from third parties for as long as and to the extent that it is demonstrably not public knowledge and must only be made available to persons within the supplier's company who must use it for the purpose of the delivery to us and who are also committed to confidentiality; we shall remain the sole owner of such information. Such information must not be reproduced or used commercially – except for deliveries to us –

without our prior written permission. All information originating from us (including any copies and recordings) and any items loaned must be returned to us or destroyed completely at our request without undue delay. We shall retain all rights to such information (including copyrights and the right to register industrial property rights such as patents, utility models, etc.). If it was made available to us by third parties, this reservation of rights shall also apply in said third parties' favour.

2. Products made on the basis of documents created by us such as drawings, models, forms, dies or the like or based on our confidential information or using our tools or reproductions thereof must not be used by the supplier itself nor offered or delivered to third parties. This shall apply, with the necessary modifications, to our print orders.
3. Subcontractors must be bound by the same obligations.
4. The contracting parties may only use their business relationship for advertising purposes with prior written consent.

VI. Delivery dates and deadlines

Agreed dates and deadlines are binding. The date of the goods' receipt, including all required documents, by the Purchaser shall be the decisive factor in determining whether the delivery date or deadline has been met. If delivery DDU/DDP is not agreed, the supplier must provide the goods on time taking into account the usual shipping time.

Where necessary the supplier shall provide evidence that delivery has been effected.

The Purchaser reserves the right to return goods delivered early. Any additional costs incurred by this shall be borne by the supplier.

VII. Delivery delay

1. The supplier shall compensate the Purchaser for damage caused by delays.
2. The amount of compensation shall be based on the extent of the delivery delay. For every week or part thereof, the compensation shall be 1% of the order value unless otherwise agreed.
3. The Purchaser reserves the right to prove the damage was greater.
4. Unconditional acceptance of delayed delivery or performance shall not constitute a waiver of our right to claim compensation due to delayed delivery or performance.

VIII. Force majeure

Force majeure, labour disputes, unrest, official measures and other unforeseeable, unavoidable, serious events shall free the contracting parties from their performance obligations for the duration of the incident and in accordance with the impact thereof. This shall also apply if these incidents occur at a time when the party concerned is in default. The contracting parties shall provide all necessary information without undue delay where feasible and shall adapt their obligations to the altered conditions in good faith.

The supplier must provide evidence of the impact of the force majeure on the order if required.

IX. Quality and documentation

1. With regard to its delivery, the supplier must comply with the accepted rules of engineering, safety regulations, accident prevention and occupational safety regulations, occupational healthcare rules and the agreed technical data and consumer protection regulations. A CE Declaration of Conformity must be appended to every part in the delivery where required under applicable law (currently EU directives). The China Compulsory Certification (CCC) must be provided once with the first delivery by every supplier for every new item incorporated into the product range, if required by international law (currently the China National Regulatory Commission for Certification and Accreditation – CNCA). All required protection provisions must be supplied. Changes to the goods to be delivered shall require the Purchaser's prior written consent.

2. If the type and scope of tests and the means and methods of testing have not been agreed specifically by the supplier and Purchaser, the Purchaser shall be prepared to discuss the tests with the supplier, on the supplier's request, within the scope of its knowledge, experience and opportunities to ascertain the required level of test technology.
3. Regarding the technical documents, the supplier must also keep special records of how, when and by whom the goods were tested in terms of the characteristics requiring mandatory documentation, as well as what results the required quality tests produced. The test documents must be stored for ten years and copies given to the Purchaser on request. The supplier must impose identical obligations on any sub-suppliers to the extent permitted by statutory provisions.
4. If authorities wish to view the production processes and the Purchaser's test documents in order to inspect specific requirements, the supplier shall be prepared to grant them the same rights and all reasonable assistance on its premises at the Purchaser's request.
5. The supplier must take all measures to guarantee supply chain security in production, storage, loading and transportation. This includes in particular securing business premises, protecting goods against unauthorised access and using secure staff.
6. Supplier shall comply with the John Deere Supplier Code of Conduct, which is found at: <http://www.deere.com/suppliercode>.

X. Warranty

1. Acceptance shall be conditional upon inspections to ensure the goods are free from defects and, in particular, correct, complete and proper.
2. The statutory provisions on material defects and defects of title shall apply unless stated otherwise below.
3. The Purchaser shall have the right to choose the type of remedy as a rule. The supplier shall have the right to refuse the type of remedy we choose under the requirements of Section 439(3) of the German Civil Code (BGB).
4. If the supplier does not start to eliminate the defect without undue delay following our request for defect elimination, we shall have the right in urgent cases, in particular to avert acute risk or avoid major damage, to eliminate the defect ourselves or have this done by a third party at the supplier's cost. The limitation period for claims for material defects shall be 24 months after commissioning or installation of spare parts, and no longer than 30 months after delivery to the Purchaser unless the goods have been used for a building site as per their intended purpose and caused a defect in said building site.
5. In the event of defects of title, the Supplier shall also indemnify us from any third-party claims. The limitation period for defects of title shall be ten years.
6. The limitation period for parts repaired during the limitation period for our claims for defects shall start afresh on the date on which the supplier fully meets our claims for remedy.
7. If we incur costs due to defective delivery of the contractual goods, in particular transportation, travel, labour and material costs or intake control costs exceeding the customary amount, the supplier shall bear these costs.
8. If we accept the return of products we have manufactured and/or sold due to defects in contractual goods supplied by the supplier, or if the purchase price of such products is reduced or any other claims are made against us as a result of the defects, we shall retain the right of recourse against the supplier without needing to set a deadline for our rights concerning defects.
9. We are entitled to demand compensation from the supplier for expenses we incurred in our relationship with our customer because our customer claimed compensation from us for expenses incurred in remedying defects, in particular transportation, travel, labour and material costs or import and export duties.
10. Notwithstanding Item X. 4., the limitation period in the cases specified in X. 8. and X. 9. shall begin, at the earliest, two months after the date on which we met our customer's claims, but at the latest five years after delivery by the supplier.
11. If a material defect becomes apparent within six months after the transfer of risk, it shall be assumed that the defect existed when the risk was transferred unless this assumption is inconsistent with the type of goods or defect.

12. If sampling takes place, the characteristics of the sample shall be considered guaranteed. The delivered goods must comply with the sample. If the delivered goods have been specially made, e.g. using drawings, these shall take precedence over the sample.
13. The supplier shall conduct quality control tests which are appropriate in type and scope and consistent with the latest technical standards and shall provide evidence of this on request. The supplier shall fully meet any quality requirements specified in the supply contract regarding the goods to be delivered, production methods and provision of evidence.
14. If claims are made against the Purchaser on the basis of strict liability as a result of mandatory international law applicable to third parties, the supplier shall be liable to the Purchaser to the extent it would be if it were directly liable.

XI. Product liability and recall

1. The supplier shall take out business and product liability insurance with sufficient cover, including cover for measures to remedy defects in the parts, accessories or equipment of motor, rail or water-borne vehicles where such products were clearly intended for use or installation in motor, rail or water-borne vehicles at the time of delivery by the supplier or a third party engaged by the supplier. If the Purchaser is entitled to further compensation claims, these shall not be affected.
2. In the event that claims are made against us for breach of official safety regulations or international product liability regulations or laws, the supplier shall indemnify us from such claims provided and to the extent that the damage was caused by a fault in the contractual goods delivered by the supplier. In cases of fault-based liability, this shall only apply if the supplier is at fault, however. If the cause of the damage is attributable to the supplier, the supplier shall bear the burden of proof in this respect. In the above cases, the supplier shall bear all costs and expenses, including the costs of any legal proceedings or recall campaigns that the Purchaser may undertake after carrying out a proper inspection. This shall also apply if the Purchaser is officially obliged to carry out such a recall campaign or a third party carries out the recall campaign for the Purchaser. The statutory provisions shall apply in all other respects.

XII. Performance of work

Individuals who perform work on the plant premises to fulfil the contract must comply with the provisions of the applicable plant rules. Liability for accidents involving such persons on the plant premises shall be excluded unless said accidents were caused by a deliberate or grossly negligent breach of obligations by our legal representatives or vicarious agents.

XIII. Provision by the Purchaser

Any materials, parts, containers and special packaging provided by the Purchaser shall remain our property. Said materials etc. must only be used for their intended purpose. Material processing and parts assembly shall be undertaken for us. It is agreed that we shall be co-owners of products that are produced using our materials and parts, based on the value of our materials/parts relative to the value of the total product, which the supplier shall store on our behalf.

XIV. Industrial property rights

1. The supplier shall be liable for claims arising from breaches of industrial property rights and industrial property right applications (industrial property rights) that occur from use of the delivered goods in accordance with the contract.
2. The supplier shall indemnify the Purchaser and its customers from all claims arising from the use of such industrial property rights.
3. The contracting parties must inform each other without undue delay of any infringement risks that they become aware of and shall oppose any alleged claims by mutual agreement.
4. At the Purchaser's request, the supplier shall disclose the use of published or unpublished internal or licensed industrial property rights and industrial property right applications regarding the goods.
5. We have the right to use software included in the product delivery, and its documentation, to the legally admissible extent (Sections 69a et seq. of the German Copyright Act (UrhG))

in addition to the right to use said software with the agreed performance characteristics and to the extent required in order to use the product in accordance with the contract. Copies may also be made in this respect. We may also make a backup copy without explicit agreement.

XV. Use of the Purchaser's manufacturing equipment and confidential information

Models, dies, templates, samples, tools and other manufacturing equipment, as well as confidential information, which the Purchaser makes available to the supplier or which it pays for in full must only be used for deliveries to third parties with the Purchaser's prior written consent.

XVI. General Equal Treatment Act (Allgemeines Gleichbehandlungsgesetz)

The supplier hereby declares that all of its employees who come into contact or may come into contact with the Purchaser's employees in the course of meeting current or future contractual obligations to the Purchaser are committed to compliance with the provisions of the General Equal Treatment Act. In particular, the supplier's employees are aware that any discrimination against or general or sexual harassment of the Purchaser's employees due to their race or ethnic origin, gender, religion/world view, age, a disability or sexual identity is prohibited. Should any employee of the supplier breach provisions of the General Equal Treatment Act in respect of the Purchaser's employees, and if compensation claims for material or non-material damage are made against the Purchaser by its employees or third parties as a result, the supplier shall indemnify the Purchaser from all compensation claims including the costs of legal proceedings within their internal relationship.

XVII. General provisions

1. If a contracting party suspends payments or an application for insolvency proceedings is opened into its assets or court or out-of-court insolvency proceedings are initiated, the other party shall be entitled to withdraw from the contract for the non-performed part.
2. If a provision of these Terms and Conditions and further agreements made is or becomes invalid, this shall not affect the validity of the remaining provisions of the contract. The contracting parties undertake to replace the invalid provision with a provision that mostly closely corresponds to it with regard to ensuring commercial success.
3. The contractual relationships shall be subject exclusively to German law to the exclusion of regulations on the conflict of law and the United Nations Convention on Agreements concerning the International Sale of Goods (CISG).
4. The place of performance shall be the location of the Purchaser's registered office. This may be agreed otherwise for delivery.
5. The place of jurisdiction for all legal disputes arising directly or indirectly from contractual relationships on which these Terms and Conditions of Purchase are based shall be the competent court for the location of the Purchaser's head office. We are also entitled, at our due discretion, to take legal action against the Supplier at the competent court for the location of the Supplier's registered office or branch or the place of performance.

January 11th, 2023