1 Contractual basis, conclusion of contract

1.1 heat 11 GmbH & Co. KG (hereinafter referred to as "HEAT 11") places all orders for purchased parts on the basis of these "General Terms and Conditions of Purchase for Purchased Parts". Where applicable, they supplement the official, statutory and customer regulations and requirements. Deviating general or special terms and conditions of the Contractor shall only be binding for HEAT 11 if HEAT 11 expressly agrees to them in writing. They shall also not be recognised by acceptance of the services. These GPC shall also apply to all future transactions with the Contractor/Supplier.

2 Conclusion of contract

2.1 Only written orders are binding. Verbal agreements must be confirmed in writing by HEAT 11 in order to be binding. The written form requirement is also met when transmitted by means of electronic data transfer (e-mail/fax). Verbal collateral agreements to the order are only binding if they are confirmed in writing by HEAT 11. This also applies to subsequent amendments and additions.

2.2 The order must be accepted within a period of ten days from the order date by the Contractor countersigning the order. If no objection is raised by the Contractor within this period, the order shall be deemed to have been bindingly accepted. If the order is not accepted within five days, HEAT 11 shall be entitled to revoke/cancel the order.

2.3 If the Contractor only accepts the order with deviations, these deviations must be explicitly indicated. The amended order shall be deemed a new offer. In addition, the Contractor shall be obliged to draw HEAT 11's attention in writing in the order to any changes in comparison with previous contractual terms and conditions or catalog details. A contract shall only come into existence after written acceptance of the amended terms and conditions by HEAT 11.

2.4 The submission of offers is free of charge for HEAT 11.

3 Compliance with legal regulations and quality, documentation and retention obligations

3.1 The Contractor is obliged to deliver unused items of the best quality which comply with the specifications of the order, the latest state of the art, the relevant legal provisions and regulations/guidelines/standards of authorities, trade associations, employers' liability insurance associations and the like. This applies both to German and European provisions/regulations/guidelines/standards and to those that apply at the place of use of the delivery/service, such as the Supply Chain Duty of Care Act. The Contractor shall comply with DIN EN ISO 9001:2015 in its company. In particular, machines, devices and systems must comply with the special safety regulations applicable at the time of contract fulfillment and have a CE marking. Material and test certificates as well as documents required for any necessary official approvals must be submitted with the delivery.

3.2 The Contractor is obliged to retain all contract-relevant documents such as drawings, specifications, test plans, test protocols, evidence of compliance with REACH/RoHS requirements etc. for a period of 13 (thirteen) years. This applies in particular to the safeguarding of any recall actions.
After this period has expired, the Contractor must return all documents and materials to HEAT11 and delete or destroy copies if documents relevant to the contract are no longer required for the fulfillment of the contract. The same applies at HEAT11's request.

4 Terms of delivery

4.1 Unless otherwise agreed, the delivery of goods must be made "DDP destination (Incoterms®2020)". Unless otherwise agreed, the delivery must be accompanied by a delivery bill in duplicate. The delivery bill must include the order number, article number and supplier number. Packing slips and test certificates in accordance with the agreed specifications and other necessary documents must also be enclosed. The order number, gross and net weight, number of packages and type of packaging (disposable / reusable), date of completion, destination (unloading point) and recipient of the goods and, in the case of projects, the project number must be listed in full in all shipping documents and - in the case of packaged goods - on the outer packaging, if known.

4.2 HEAT 11 is not obliged to accept partial or excess deliveries that have not been contractually agreed. The same shall apply if the goods are delivered before the agreed date. If necessary, HEAT 11 shall be entitled to return the goods at the expense and risk of the Contractor or to store them with third parties.

5 Performance time

5.1 The dates specified in the order are binding.

5.2 The Contractor is obliged to inform HEAT 11 immediately in writing if circumstances arise or become apparent which indicate that the agreed deadline cannot be met. The obligation to meet the originally agreed deadlines shall remain unaffected.

5.3 The Contractor may only invoke the absence of necessary documents to be supplied by HEAT 11 if it has not received these documents within a reasonable period despite an early written request.

6 Default

6.1 If the contractually agreed times are exceeded, the Contractor shall be in default without a reminder.

6.2 In the event of default, HEAT 11 shall be entitled to the statutory claims. In particular, HEAT 11 shall be entitled to demand compensation instead of performance and/or to withdraw from the contract.

6.3 Without prejudice to the right to claim further damages for delay, a contractual penalty of 0.3% of the net order value for each working day of delay, but not more than a total of 5.0% of the net order value, shall be deemed agreed.

6.4 An individual forfeited contractual penalty may be imposed until the due date of the final payment of the order, even without reservation regarding the acceptance of individual parts of the service or the delayed overall delivery. Payment of the contractual penalty shall not cancel the obligations to perform in accordance with the contract or to

compensate HEAT 11 for damages incurred in excess of the contractual penalty. HEAT 11 may assert the contractual penalty within a reasonable period after receipt of the delivery until final payment, without reserving the right to do so upon acceptance.

6.5 Further rights and claims remain unaffected by the contractual penalty. If a higher claim for damages is asserted, the forfeited contractual penalty shall then be asserted as the minimum amount of the claim for damages. The acceptance of a delayed delivery does not constitute a waiver of any claims for compensation.

7 Transfer of risk

7.1 The risk is transferred to HEAT 11 upon arrival of the goods at HEAT 11's business premises or upon arrival at the named destination.

7.2 This also applies if HEAT 11 has assumed the costs of shipping in individual cases on the basis of a separate contractual agreement or if delivery is "ex works".

8 Notice of defects

8.1 In the case of a purchase which constitutes a mutual commercial transaction for the parties, HEAT 11 must be notified of defects in good time (within ten working days of receipt of the goods), and in the case of hidden defects within ten working days of their discovery by the Contractor.

8.2 The inspection of the goods by HEAT 11 refers to random samples and thereby to visual and quantitative deviations. Defects that are not detected are considered hidden.

9 Claims for defects

9.1 HEAT 11 shall be entitled to the statutory claims for defects in full. Irrespective of this, HEAT 11 may, at its own discretion, demand the rectification of the defect or the delivery of a defect-free item as subsequent performance. Subsequent performance shall take place immediately, but at the latest within a reasonable period set by HEAT 11.

9.2 HEAT 11 is entitled to remedy the defect itself at the Contractor's expense if there is imminent danger, a particular need for urgency or subsequent performance does not take place after a reasonable deadline set by HEAT 11 has expired or subsequent performance fails. This also applies in particular to removal and installation costs relating to defective or non-contractual contractual items, even if HEAT 11's customers claim these. The same applies to transport, customs, travel and labor costs.

9.3 In the event of withdrawal, HEAT 11 shall be entitled to continue to use the Contractor's services free of charge until a suitable replacement has been procured.

9.4 Claims for defects generally expire within 30 months. In the case of items used for a building or services for a building, after 5 ½ years. The limitation period begins with the transfer of risk.

10 Liability

10.1 The Contractor shall be liable in accordance with the statutory provisions, in particular for all damage which it or its employees or other third parties within its sphere of risk culpably cause to HEAT 11, its employees or a third party. If a claim is made against HEAT 11 due to damage in this respect or due to a defect in the Contractor's delivery under product and/or manufacturer liability (domestic or foreign product liability regulations) or under other statutory provisions, the Contractor shall indemnify HEAT 11 against all such claims, in particular the liability resulting from the defect, upon first request. The Contractor shall also reimburse HEAT 11 for the reasonable costs of a recall campaign in this regard based on product liability law and the internal expenses incurred by HEAT 11.

10.2 The Contractor must take out sufficient and appropriate public liability insurance and maintain it for the duration of the contractual relationship with HEAT 11. It must also insure the risks arising from product and producer liability accordingly. Proof that the insurance has been taken out must be provided to HEAT 11 in a suitable manner upon request.

10.3 HEAT 11's liability is limited to damages caused by unlawful intent or gross negligence and to direct damage to property and personal injury. Any further liability on the part of HEAT11 is excluded to the extent permitted by law.

11 Prices/ Invoicing

11.1 The invoices to be issued in duplicate shall be sent separately for each order to the invoice address stated in the order after fulfillment of the contract.

11.2 The price stated in the order is a binding fixed price, unless the Contractor generally reduces its relevant prices after the order, and is understood - plus the applicable statutory value added tax - unless otherwise agreed in the order, including delivery to the place of performance/service and including packaging and freight costs (including return of the packaging, if this is requested by HEAT 11) as well as including loading and unloading. If delivery/service "ex works" is agreed in the order, HEAT 11 shall only bear the most favorable freight costs; all costs incurred up to handover to the carrier, in particular for loading, shall be borne by the seller/Contractor.

11.3 The Contractor shall also bear the costs of transportation or similar insurance.

12 Terms of payment

12.1 Unless otherwise stated in the order, the purchase price shall be paid with a 3% discount within 30 days or net within 60 days after complete delivery including the documentation belonging to the delivery and receipt of the invoice. In the event of acceptance of premature delivery/ service, the due date shall be based on the agreed delivery date.

12.2 Unless otherwise agreed in the order, invoices shall be submitted in writing in duplicate, separately for each order, after delivery has been made, stating the cost center, date and number of the order, item and article numbers, quantity, unit of measure, shipping address and the other information required by law (in particular in accordance with the applicable tax laws) and showing the statutory value-added tax separately.

13 Offsetting/ Assignment

HEAT 11 shall be entitled to offset all claims that a company of the HEAT 11 Group (HEAT 11 GmbH & Co. KG, HEAT 11 solar GmbH & Co. KG) has against the Contractor against claims arising from the individual orders.

14 Data protection

The Contractor is obliged to take appropriate organizational and technical measures to comply with the provisions of the General Data Protection Regulation. The Contractor acknowledges and agrees that

HEAT11 may obtain knowledge of personal data (i.e. information about identified or identifiable natural persons, such as names, functions or contact information) from employees and other parties in the course of the performance of the contract. Such personal data may be processed by or on behalf of HEAT 11 in accordance with the General Data Protection Regulation in order to assume and/or fulfill rights and/or obligations arising from this contractual relationship to which these GTCP apply, as well as for related purposes, including but not limited to order and payment processing, customs and import/export management, supplier management, accounting and general administrative purposes. HEAT 11 and the Contractor agree that they shall act as independent data controllers (in accordance with applicable law) in relation to personal data processed pursuant to this clause. The Contractor further undertakes to inform its employees that HEAT 11 is authorized to process personal data and will, if necessary, obtain valid consent from its employees.

15 Other

15.1 The place of performance for services is the destination specified by HEAT 11. The place of performance for payments is Bielefeld.

15.2 The contractual relationship shall be governed by German law with the exception of the conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

15.3 Amendments/additions to the Terms and Conditions of Purchase, including amendments to the written form requirement, must be made in writing

15.4 If the Contractor 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 registered office of HEAT 11 shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. In addition, HEAT 11 shall be entitled to bring an action before the court having jurisdiction at the Contractor's registered office.

15.5 Should individual provisions of these terms and conditions be or become invalid/unenforceable, the remaining provisions shall remain valid. The contracting parties are obliged to replace the valid/unenforceable provision from the beginning of the invalidity/unenforceability with a provision that is as similar as possible in economic terms.

16 Place of jurisdiction

The place of jurisdiction for all disputes arising from the contract is Bielefeld. HEAT 11 shall also be entitled to bring an action at any place of jurisdiction established for the Contractor.

Status: 02.06.2025