

## **TERMS AND CONDITIONS OF PURCHASE (AS OF 10/2025)**

### **1. Scope**

1.1 The following Terms and Conditions of Purchase apply exclusively. Any deviating general terms and conditions of the supplier shall only apply if they have been expressly confirmed in writing by rpm.

1.2 These Terms and Conditions of Purchase shall also apply to all future transactions with the supplier.

### **2. Offer by the supplier**

2.1 The preparation of offers by the supplier is free of charge and does not constitute any obligation on the part of rpm.

2.2 The supplier shall prepare the offer in strict compliance with the request data provided by rpm. The supplier must expressly indicate any deviations from the request in writing. The same applies to defects and/or ambiguities in the data sent or other request documents.

### **3. Conclusion of contract**

Declarations of acceptance and orders must be in writing to be legally valid. Verbal orders or orders by e-mail, as well as subsidiary agreements and subsequent changes, are only binding if they are confirmed in writing by rpm.

### **4. Order prices**

4.1 Contractually agreed prices are fixed prices excluding VAT and apply free at destination.

4.2 Any additional claims, including those caused, for example, by increases in wages or material prices or special circumstances at the place of delivery, are excluded.

### **5. Delivery time**

5.1 Delivery and production deadlines are calculated from the date of the order. Agreed delivery and completion dates are fixed dates.

5.2 If the supplier is unable to meet an agreed delivery or completion date, it is obliged to inform rpm immediately, stating the reasons and the expected duration of the delay. If the supplier violates this obligation, it shall be liable for the delay even if it is due to reasons for which it is not responsible.

5.3 If a contractual penalty has been agreed in the event of delayed delivery or completion, rpm may claim the penalty despite acceptance of performance, even without a corresponding reservation, until final payment.

### **6. Warranty**

6.1 In the event of a defective delivery, the statutory provisions shall apply unless otherwise specified below.

6.2 The supplier expressly warrants compliance with the contractually agreed specifications regarding the properties of the material to be used, the technical data, the design, and/or the presentation of the delivery item.

6.3 rpm shall notify the supplier of any recognizable defects immediately, but no later than within 5 working days of acceptance of the delivery. rpm shall check the products delivered by the supplier for production purposes for conformity with the products ordered, quality deviations, and externally visible damage as far and as soon as this is possible in the ordinary course of business. The supplier waives any further incoming goods inspection at rpm. Hidden defects shall be reported to the supplier immediately, at the latest within 5 working days of their discovery. In this respect, the supplier waives the right to object to late notification of defects.

6.4 Unless otherwise agreed in the contract, the warranty period shall be 24 months, unless a longer period is specified by law.

6.5 If rpm, as an automotive supplier, commits to a longer or more extensive warranty vis-à-vis its customers (usually also automotive suppliers or automotive manufacturers), the supplier shall also accept such a provision against itself upon notification.

6.6 If rpm's customers use a so-called reference market procedure or a similar procedure to determine and settle warranty claims and assert warranty claims against rpm on this basis, this procedure shall also be applied to the supplier's supply relationship with rpm upon notification.

## **7. Inspections, quality certificates**

7.1 rpm is entitled to inspect the supplier's operations and to conduct an audit based on DIN ISO 9000 ff.

7.2 rpm reserves the right to inspect the delivery item at the supplier's premises during production and/or before shipment.

7.3 The supplier shall ensure adequate process, goods, and output controls.

7.4 The supplier undertakes to comply with the sustainability requirements as specified on the rpm website.

## **8. Retention of title**

8.1 If retention of title by the supplier has been agreed for the delivery item, rpm shall be entitled to dispose of the goods within the scope of its business operations (in particular processing and resale).

8.2 If rpm provides parts to the supplier, ownership of these parts is expressly reserved. Processing or transformation by the supplier is carried out on behalf of rpm. In the event of processing or mixing, rpm acquires co-ownership of the new item in proportion to the value of the item provided to the other processed items at the time of processing.

## **9. Product liability**

If rpm is held liable under product liability law due to a defect in the goods delivered by the supplier, the supplier shall indemnify rpm against any liability resulting from the defect.

## **10. Terms of payment**

10.1 The supplier shall issue rpm with a complete and verifiable invoice for the total scope of the order, containing all the required mandatory information.

10.2 Unless otherwise specified, payment shall be made within 14 days with a 3% discount from delivery and receipt of a complete and verifiable invoice, or within 30 days of receipt of the invoice net.

## **11. Confidentiality clause**

11.1 The supplier is obliged to treat all information, data, drawings, etc. made available to it by rpm in relation to the subject matter of the contract as confidential and not to disclose or make them available to third parties.

11.2 The supplier shall use the confidential information provided to it by rpm in accordance with 11.1 solely for the fulfillment of the respective orders placed by rpm.

## **12. Assignment of claims**

The supplier requires the prior written consent of rpm to assign claims against rpm to third parties.

## **13. Place of performance, place of jurisdiction**

13.1 Unless otherwise agreed, the place of performance shall be Helmstedt.

13.2 The local courts at the registered office of rpm shall have jurisdiction over all disputes arising from the contractual relationship. However, rpm shall also be entitled to bring proceedings before the courts at the supplier's place of business.

13.3 The law of the Federal Republic of Germany applies. The provisions of the UN Convention on Contracts for the International Sale of Goods are expressly excluded.