

## **1. Scope of application**

- 1.1 These General Terms and Conditions of Purchase (hereinafter referred to as GPC) shall apply to all present and future orders and contracts concluded between Perga GmbH and the Supplier, provided that they have been agreed once.
- 1.2 Conflicting or deviating terms and conditions of the supplier shall not be recognized unless Perga GmbH expressly agrees to their validity in writing; in this case, as well as in the event of separate agreement of special terms and conditions for specific orders, the GPC shall apply subordinately and in addition.
- 1.3 All correspondence relating to the contract must be conducted with the purchasing department of Perga GmbH or the buyer, quoting the order number.

## **2. Conclusion of contract**

- 2.1 Orders placed by Perga GmbH shall only be binding if they are made in writing. Verbal agreements require written confirmation.
- 2.2 The supplier must confirm the order in writing within 7 days. Otherwise, Perga GmbH reserves the right to cancel the order. A delayed order confirmation by the supplier shall be deemed a new offer and requires acceptance by Perga GmbH.
- 2.3 Silence on an order in business transactions between merchants can only be considered as acceptance if it is a commercial letter of confirmation and complies with the principles of commercial law (HGB).

## **3. Prices and terms of payment**

- 3.1 The agreed prices are fixed prices and include all ancillary costs (packaging, transportation, insurance, customs, etc.), unless expressly agreed otherwise.
- 3.2 Payments shall be made within 30 days, unless otherwise agreed between the seller and the buyer.
- 3.3 The payment period shall only commence after complete, defect-free delivery and proper invoicing containing all legally required information.

## **4. Delivery, delay in delivery**

- 4.1 The agreed delivery dates are binding. The supplier is obliged to inform Perga GmbH immediately in writing if circumstances occur or become apparent which jeopardize timely delivery.
- 4.2 In the event of a delay in delivery, Perga GmbH shall be entitled to the statutory claims. In addition, a contractual penalty of 0.5% of the order value per day of delay, up to a maximum of 5%, may be claimed.
- 4.3 We reserve the right to assert further legal claims due to delayed delivery. The contractual penalty shall be offset against claims for damages.
- 4.4 Unless otherwise agreed in writing, deliveries shall be made DDP (Delivered Duty Paid) in accordance with the current Incoterms. Accordingly, the supplier shall bear all costs and risks until delivery to the destination specified by Perga GmbH.

## **5. Exemption from the obligation to perform, withdrawal from the contract**

- 5.1 Force majeure shall release the contracting parties from their performance obligations for the duration of the disruption and to the extent of its effect. The contractual partners are obliged to provide the necessary information without delay within the scope of what is reasonable and to adapt their obligations to the changed circumstances in good faith.
- 5.2 Perga GmbH shall be released from the obligation to accept the ordered delivery in whole or in part and shall be entitled to withdraw from the contract if the delivery has become unusable due to the delay caused by force majeure.
- 5.3 Perga GmbH shall be entitled to withdraw from the contract if the supplier applies for the opening of insolvency proceedings, insolvency proceedings are opened or the opening is rejected for lack of assets.
- 5.4 Perga GmbH shall also be entitled to withdraw from the contract if individual enforcement measures are taken against the supplier.
- 5.5 Perga GmbH may also withdraw from the contract if the supplier holds out the prospect of, promises, offers or grants advantages of any kind to an employee or agent involved in the preparation, conclusion or execution of the contract or to a third party in his interest.
- 5.6 The statutory withdrawal regulations shall otherwise remain unaffected.

## **6. Transfer of risk and retention of title**

- 6.1 The risk shall not pass until the goods have been delivered in full to the destination specified by Perga GmbH in the order.
- 6.2 Retention of title by the supplier shall only be recognized if it has been expressly agreed in writing.
- 6.3 Extended or prolonged reservations of title by the supplier require an express written agreement and must be examined on a case-by-case basis.

## **7. Duty of care and liability for goods provided**

- 7.1 Goods of any kind and scope provided by Perga GmbH shall remain the property of Perga GmbH in all cases. The supplier shall be responsible for the careful storage and handling of the goods from the time of acceptance until their return.
- 7.2 The supplier shall be liable for loss, destruction, or damage to the goods provided during processing, storage, or transport within its premises, regardless of the cause, including events that could be considered force majeure.
- 7.3 The supplier undertakes to take out and maintain insurance at its own expense with sufficient cover for the goods provided, which also includes damage caused by force majeure (e.g., contents insurance including third-party property, business liability insurance including damage caused by negligence). Upon request, the contractor must provide proof of existing insurance cover.
- 7.4 The supplier shall be liable at least to the amount of the insurance sum taken out; further claims of Perga GmbH shall remain unaffected. If there is no adequate insurance cover, the contractor shall be

liable for the full amount of the damage incurred.

- 7.5 In the event of damage, the supplier is obliged to inform Perga GmbH immediately in writing and to provide all documents, information, and cooperation necessary for the settlement of the claim.

## **8. Warranty and liability for defects**

- 8.1 The supplier warrants that the delivered goods are free of material defects and defects of title and comply with the agreed specifications.
- 8.2 In the event of defects, Perga GmbH shall be entitled to the statutory claims without restriction. Irrespective of this, Perga GmbH may, at its own discretion, demand rectification or replacement delivery. All costs associated with the repair or replacement delivery shall be borne by the supplier.
- 8.3 The warranty period is 24 months from the date of transfer of risk.
- 8.4 The statutory limitation period for claims for defects is 24 months from the date of delivery, unless expressly agreed otherwise.

## **9. Product liability and insurance**

- 9.1 The supplier shall be liable for all damage caused by defective goods in accordance with the statutory provisions.
- 9.2 The supplier is obliged to take out product liability insurance with an appropriate sum insured and to provide evidence of this at the request of Perga GmbH.

## **10. Secrecy**

The supplier is obliged to treat all information made available to him in connection with the order as confidential and to use it only for the execution of the order. This obligation shall also apply after termination of the contractual relationship.

## **11. Final provisions**

- 11.1 The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 11.2 The exclusive place of jurisdiction for all disputes arising from this contract is, as far as legally permissible, the registered office of Perga GmbH.
- 11.3 Should individual provisions of these Terms and Conditions of Purchase be or become invalid, this shall not affect the validity of the remaining provisions.

## **12. Compliance**

- 12.1 The Supplier undertakes to comply with all applicable laws, in particular those relating to

environmental, occupational health and safety and human rights regulations, in the performance of the contract.

- 12.2 The supplier agrees to the current version of the Code of Conduct (CoC) for Suppliers, which is available on the Perga GmbH website, and undertakes to comply with the provisions contained therein.

Status 12/20/2024