General Purchasing and Order Terms and Conditions of ME Metall GmbH (2026 Version)

Preamble and Scope

1. These General Purchasing and Order Terms and Conditions ("Terms") shall apply to all contracts for the purchase of goods and the procurement of services by ME Metall GmbH, Willich (hereinafter referred to as "ME") from or vis-à-vis third parties (hereinafter referred to as the "Supplier").
2. These Terms shall apply exclusively. Any differing, conflicting or supplementary general terms and conditions of the Supplier shall become part of the contract only if and to the extent that ME has expressly agreed to their applicability in text form. This requirement for consent shall also apply where ME accepts the Supplier's deliveries or services without reservation while being aware of the Supplier's general terms and conditions.
3. These Terms shall apply only towards entrepreneurs within the meaning of Section 14 German Civil Code (BGB) and legal entities under public law (Section 310 para. 1 BGB). They shall also apply to all future contracts for deliveries and services with the same Supplier without the need for ME to refer to them again in each individual case.

1. Conclusion of a contract and Orders

1. A contract shall be concluded when ME expressly accepts a Supplier's offer in text form or when ME places an order and the Supplier confirms such order in text form.
2. ME shall remain bound by its orders for a period of five (5) business days from the order date. If the Supplier does not accept the order in text form within this period, ME shall be entitled to revoke the order.
3. If the Supplier's order confirmation deviates from the order, a contract shall only come into existence upon ME's confirmation of such deviations in text form.

2. Scope and Quality of Performance

1. The scope of performance owed shall be determined by ME's order and the specifications, drawings and performance descriptions referenced therein.
2. Prior to any intended changes to manufacturing processes, materials, supplied components, production sites, testing procedures or quality assurance measures, the Supplier shall inform ME promptly and sufficiently in advance in text form. Such changes shall require ME's prior approval in text form.
3. Partial deliveries and early deliveries shall only be permissible with ME's prior approval in text form. In the event of an unauthorized short delivery of up to a maximum of 5%, ME shall be entitled to accept the quantity actually delivered and cancel the remaining quantity subject to a proportionate reduction of the consideration.

3. Supplier Obligations, Compliance and Supply Chain Obligations

1. Upon ME's request, the Supplier shall immediately provide supplier declarations in text form regarding the preferential origin status of the goods ("Goods with EU Preferential Origin Status" or "Goods without EU Preferential Origin Status"). The

Supplier shall be liable to ME for all damages and additional costs arising from any incorrect or delayed declaration.

2. The Supplier shall independently ensure that the goods delivered comply with all statutory prohibitions, licensing requirements and restrictions applicable to their marketing and use in international trade and shall identify them accordingly in the shipping documents.
3. The Supplier warrants that all deliveries comply with the requirements of Regulation (EC) No. 1907/2006 (REACH Regulation) and Regulation (EC) No. 1272/2008 (CLP Regulation). In particular, the Supplier warrants that no substances included on the REACH Candidate List pursuant to Article 59(1) and (10) REACH are contained in the goods and shall immediately inform ME of any future changes in text form.
4. If the Supplier culpably and not merely insignificantly breaches the obligations pursuant to paragraphs 1 to 3 or 6, ME shall, after unsuccessful expiry of a reasonable period granted for remedy, be entitled, without prejudice to further statutory rights, to withdraw from or terminate the order and refuse acceptance of the delivery. No grace period shall be required where such period is dispensable under statutory law.
5. The Supplier undertakes to ensure the availability of compatible spare and wear parts at reasonable market prices for at least ten (10) years after delivery of the goods or acceptance of the services. If the Supplier intends to discontinue production of such spare parts, it shall inform ME in text form at least six (6) months in advance to enable ME to place a final order.
6. The Supplier undertakes to comply with the human rights and environmental due diligence obligations applicable to it pursuant to the German Supply Chain Due Diligence Act (LkSG) within its own business operations and to use reasonable efforts to ensure compliance throughout its supply chain. Upon request, the Supplier shall provide ME with information in text form regarding compliance with these obligations and measures taken to prevent and minimize corresponding risks. ME shall be entitled, upon reasonable prior notice, to review compliance with these obligations by inspecting suitable records and documents of the Supplier or by having such review conducted by a third party engaged by ME and bound by confidentiality.

4. Prices and Terms of Payment

1. The price stated in the order shall be a binding fixed price. Unless otherwise agreed in the individual case, it shall include all services and ancillary services of the Supplier, including proper packaging, transportation, incidental costs and insurance up to the agreed destination (DAP according to Incoterms). Packaging materials shall be taken back by the Supplier upon ME’s request.
2. Invoices shall be submitted after complete delivery or acceptance, stating the ME order number, in text form (preferably as a PDF by email).
3. Unless otherwise agreed, ME shall pay within fourteen (14) days with a 3% cash discount or within thirty (30) days net after receipt of a proper invoice and contractual receipt of goods.

5. Delivery Deadlines, Delay, Contractual Penalty and Termination

1. Agreed delivery dates and completion deadlines shall be binding. Compliance shall be determined by receipt of the goods at the place of performance specified in the order or by successful acceptance.
2. The Supplier shall notify ME immediately upon becoming aware of any anticipated delivery delay, stating the reasons and the expected duration of the delay in text form.
3. The Supplier may only rely on the absence of documents or materials to be provided by ME if it has reminded ME thereof in text form and has not received them within a reasonable period.
4. In the event of delay, ME shall be entitled to claim a contractual penalty of 1% of the net order value for each commenced calendar week of delay, up to a maximum of 5% of the net order value. The contractual penalty shall be credited against any statutory damages for delay exceeding such amount. ME reserves the right to assert the contractual penalty until final payment; a reservation to this effect shall be declared no later than upon acceptance of the delayed delivery or service. ME's statutory rights to withdraw from the contract, claim damages in lieu of performance and terminate for cause shall remain unaffected.
5. Without prejudice to other rights, ME shall be entitled to terminate the contract for cause without observing a notice period, in particular if the Supplier ceases payments, seriously and finally refuses to perform its contractual obligations, or if a significant deterioration of its financial situation occurs that jeopardizes proper contractual performance.

6. Set-Off and Rights of Retention

1. The Supplier shall only be entitled to set off claims to the extent that its counterclaims have been finally adjudicated or are undisputed by ME.
2. The Supplier may exercise a right of retention only insofar as its counterclaim arises from the same contractual relationship.
3. ME's statutory rights of set-off and retention shall remain unaffected and unrestricted.

7. Materials Provided and Ownership

1. Materials, parts, models, drawings, tools or other items provided by ME to the Supplier ("Provided Materials") shall remain the unrestricted property of ME. They shall be stored separately free of charge, maintained in good condition and marked as the property of ME. Their use shall be limited exclusively to performance of the contract for which they were supplied.
2. Any processing, combination or mixing of Provided Materials shall be carried out exclusively on behalf of ME. ME shall acquire sole ownership or co-ownership, proportionate to the value of the Provided Materials in relation to the total value of the new item, in any intermediate or finished products thereby created.
3. If the Supplier manufactures models, tools or fixtures as part of the order and the costs thereof are borne in whole or in part by ME, ownership thereof shall pass to ME upon manufacture. Delivery shall be replaced by the Supplier holding such items in safekeeping for ME free of charge.

8. Force Majeure and Insurance Obligation

1. Neither party shall be responsible for any non-performance or delayed performance of its contractual obligations to the extent and for so long as such non-performance or delay is caused by force majeure events beyond its reasonable control and which could not have been avoided despite reasonable care, including natural disasters, pandemics, war, governmental measures, embargoes or large-scale cyberattacks.
2. The affected party shall promptly inform the other party in text form of the occurrence, expected duration and effects of the event. If the force majeure event continues for more than six (6) weeks, either party shall be entitled to withdraw from the contract with respect to the affected performance.
3. Throughout the business relationship, the Supplier shall maintain business liability insurance with adequate coverage, including product liability risks, and shall provide evidence of the conclusion and continued existence of such insurance upon ME's request in text form.

9. Warranty and Obligation to Inspect and Notify Defects

1. In the event of defects in quality or title as well as any other breach of duty, ME shall be entitled to its full statutory rights and remedies. Where the Supplier is obliged to remedy defects or provide replacement delivery, such obligation shall also include reimbursement of the expenses required for removal of the defective item and installation or attachment of the repaired or replacement item pursuant to Section 439 para. 3 BGB.
2. The limitation period for defect claims shall be thirty-six (36) months from delivery of the goods or formal acceptance of the services unless a longer statutory limitation period applies.
3. The commercial duty to inspect and notify defects pursuant to Section 377 German Commercial Code (HGB) shall apply subject to the proviso that ME's inspection duty is limited to defects that become apparent during incoming goods inspection through external examination, including delivery documents, and through quality control conducted on a sampling basis. Where acceptance is agreed, no inspection obligation shall exist prior to acceptance.
4. For preservation of rights relating to defects under Section 377 HGB, timely dispatch of a notice of defects in text form shall suffice. Notice shall be deemed timely if dispatched within fourteen (14) days after delivery in the case of apparent defects or within fourteen (14) days after discovery in the case of hidden defects.

10. Supplier Recourse

1. ME's statutory recourse claims within a supply chain (in particular Sections 445a, 445b and 478 BGB) shall exist in full in addition to the contractual defect claims.
2. In particular, ME shall be entitled to require from the Supplier exactly the type of subsequent performance (repair or replacement delivery) that ME owes to its own customer in the individual case; the statutory right of choice pursuant to Section 439 para. 1 BGB shall remain unaffected.

11. Product Liability and Indemnification

1. The Supplier shall indemnify ME against all claims arising from non-contractual product liability where the cause originates within the Supplier's sphere of control and organization and where the Supplier itself is liable vis-à-vis third parties.
2. Within the scope of this indemnification obligation, the Supplier shall also reimburse all expenses and damages incurred by ME arising from or in connection with any product recall or warning campaign conducted by ME. ME shall, where reasonable and possible, inform the Supplier in advance regarding the content and scope of such recall measures.

12. Intellectual Property Rights and Rights to Work Results

1. The Supplier warrants that the delivered goods and services are free from third-party rights and that neither their delivery nor their contractual use infringes any intellectual property rights (patents, utility models, trademarks, designs) or copyrights of third parties.
2. Should ME or its customers be asserted against by a third party on grounds of alleged infringement of intellectual property rights, the Supplier shall, upon first request in text form, indemnify ME and its customers against such claims and reimburse reasonable legal defense costs. The Supplier shall not be liable where the goods were manufactured exclusively according to drawings or specifications provided by ME and the Supplier could not have known that such manufacture infringed intellectual property rights.
3. To the extent that protectable work results, models, drawings, design documentation or software are created in the course of performance, the Supplier hereby grants to ME, upon creation thereof, the exclusive, transferable, sublicensable, perpetual, worldwide and unrestricted right to reproduce, modify, redesign, further develop and exploit such results in all known forms of use at its sole discretion. This includes the right to have spare parts and accessories manufactured by itself or by third parties on the basis of such documentation. Compensation for these rights is fully included in the agreed total price.

13. Confidentiality and Data Protection

1. The Supplier undertakes to treat as confidential all non-public commercial and technical information, trade secrets, business secrets and documents becoming known in connection with the business relationship and to protect them against unauthorized access, use or reproduction through appropriate technical and organizational measures.
2. Samples, models, drawings and manufacturing documents provided to the Supplier shall remain the property of ME. Upon completion of the order, they shall be returned to ME without undue delay or securely destroyed in accordance with ME's instructions. The Supplier shall retain no duplicates or copies unless expressly authorized by ME in text form or required by law. This obligation shall survive termination of the business relationship for a period of five (5) years.
3. The parties undertake to comply with the applicable data protection laws, in particular Regulation (EU) 2016/679 (GDPR). If the Supplier processes personal data on behalf of ME in connection with performance of its services, it shall, before commencing such processing, conclude a data processing agreement with ME in text form pursuant to Article 28 GDPR.

14. Jurisdiction, Formal Requirements and Governing Law

1. The place of performance for all deliveries and services shall be the destination specified in the order.
2. The exclusive place of jurisdiction for all disputes arising out of or in connection with the contractual relationship shall be the registered office of ME (Krefeld/Willich). ME shall, however, remain entitled to bring proceedings against the Supplier at its general place of jurisdiction.
3. The laws of the Federal Republic of Germany shall apply exclusively, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
4. Legally significant declarations and notices to be made after conclusion of the contract (e.g. notices fixing deadlines, reminders, terminations, notices of defects or declarations of withdrawal) shall be valid only if made in text form (Section 126b BGB), unless a stricter form is mandatorily required by law. Amendments and supplements to this contract shall require text form to be effective; this shall also apply to any waiver of this text form requirement. Individual agreements taking precedence pursuant to Section 305b BGB, whether concluded in text form or orally, shall remain unaffected.
5. Should any provision of these Terms be or become wholly or partially invalid, the validity of the remaining provisions shall remain unaffected (Section 306 para. 1 BGB). In place of the invalid provision, the statutory provisions shall apply (Section 306 para. 2 BGB).