

General Terms and Conditions of FORTÉ Germany GmbH for Suppliers

("General Terms and Conditions of Purchase")

Version: July 2025

1. Scope of application

- (1) For all purchases of goods or services (hereinafter uniformly referred to as "object of performance") by FORTÉ Germany GmbH, Am Kronberger Hang 8, 65824 Schwalbach (hereinafter referred to as "FORTÉ Germany"), the following General Terms and Conditions of Purchase apply exclusively in the version valid at the time of the order by FORTÉ Germany.
- (2) Deviating, conflicting or supplementary general terms and conditions of the supplier, in particular general sales or order conditions, shall only become part of the contract if and to the extent that FORTÉ Germany expressly agrees to their validity in text form. These General Terms and Conditions of Purchase also apply if FORTÉ Germany has accepted or paid for the object of performance without reservation in the knowledge that the supplier's terms and conditions conflict with or deviate from these General Terms and Conditions of Purchase.

2. Conclusion of contract, content of contract

- (1) In the case of a first-time order from a supplier, a contract with FORTÉ Germany is concluded when the supplier accepts an order sent to FORTÉ Germany in text form within 2 working days. Decisive is the receipt of the declaration of acceptance by FORTÉ Germany. Irrespective of this, any action taken by the supplier to fulfil an order constitutes acceptance of this order. Verbal or telephone orders are only effective if they are confirmed by FORTÉ Germany in text form. In any case, an order requires a clear reference (order number or ticket/CM6 number) to be valid. If the Supplier fails to send the written declaration of acceptance or does not begin to fulfil the order within 2 working days of receipt of the order by the Supplier, FORTÉ Germany has the right, but not the obligation, to cancel the respective order without this giving rise to any claims against FORTÉ Germany on the part of the Supplier.
- (2) In the context of an ongoing business relationship, a contract between FORTÉ Germany and the supplier is concluded if the supplier does not object to an order written in text form by FORTÉ Germany within 3 days of receipt of the order.
- (3) The product characteristics and specifications set out in the order letter from FORTÉ Germany, as well as advertising information, product descriptions,



assurances or other information from the supplier become the subject matter of the contract.

- (4) The rights to drawings, concepts, technical documents and data provided to the supplier, in particular industrial property rights and copyrights, are the unrestricted property of FORTÉ Germany. These data and documents may not be made available to third parties by the supplier.

3. Delivery, transfer of risk

- (1) The supplier is only authorised to deliver partial quantities if this has been expressly agreed between the parties in text form.
- (2) Unless otherwise agreed, delivery shall be "free place of use", including packaging, to the destination address stated on the order (first locked door). The supplier insures the object of performance sufficiently against transport damages.
- (3) In the event that FORTÉ Germany assumes the costs of delivery on the basis of an express agreement in text form with the supplier, the supplier is obliged to commission the forwarder named by FORTÉ Germany; if no forwarder is named, the shipment must be made by the cheapest means appropriate to the object of performance.
- (4) The method of packaging must be agreed with FORTÉ Germany in text form. In the absence of an agreement, the safest type of packaging is to be chosen.
- (5) The supplier is obliged to indicate the order number on all shipping documents and delivery notes.
- (6) An extended or expanded retention of title of the supplier requires an explicit separate agreement to be effective.

4. Delivery dates, delay in delivery

- (1) The delivery dates and deadlines stated in the order are binding. Decisive for compliance with the delivery date or the delivery period is the receipt of the goods or the provision of the object of performance at the delivery address specified or agreed by FORTÉ Germany (place of fulfilment). The delivery period begins on the day of receipt of the order by the supplier.
- (2) The supplier must notify FORTÉ Germany of the dispatch of the goods or the provision of services as soon as possible.
- (3) The supplier is in default if the agreed delivery dates are exceeded, without the need for a separate reminder.
- (4) After the unsuccessful expiry of a reasonable grace period set by FORTÉ Germany for the provision of the service, FORTÉ Germany can withdraw from the contract and also demand compensation instead of the service. It is not necessary to set a deadline if the object of performance is no longer of interest to FORTÉ Germany as a result of the delay, or if circumstances exist that make it unreasonable for FORTÉ Germany to wait. The cancellation can also be limited to the parts of the object of performance that have not yet been provided.



- (5) In the event of delay, the supplier must bear all damages resulting from the delay, in particular the additional costs of a replacement delivery by a third party.
- (6) In the event of a delay in delivery, the supplier shall forfeit a contractual penalty of 0.3 % of the contract value per day, up to a maximum of 5 % of the order value. Claims for damages due to delayed delivery and other claims remain unaffected.
- (7) All circumstances beyond the control of FORTÉ Germany, which make it impossible or unreasonable for FORTÉ Germany to accept the object of performance or to cooperate in the fulfilment of the contract, release FORTÉ Germany for the duration of their existence from the obligation to take timely receipt or acceptance of the object of performance. An acceptance required by law must be expressly declared in text form and is not replaced by mere utilisation.

5. Notification of defects

FORTÉ Germany shall only carry out an incoming goods inspection with regard to externally recognisable transport damage, the number of items according to the loading list and deviations in the identity of the delivered goods from the goods specified in the delivery documents, and shall report such defects immediately. Any time limits set by the supplier for the assertion of defects shall not be binding. The complaint of obvious defects up to 14 days after delivery of the goods to FORTÉ Germany is still immediate and therefore timely. The obligations of § 377 HGB are excluded.

6. Prices, invoicing, payment

- (1) The prices stated in the order are binding. All costs and fees must be stated. The agreed prices are fixed prices and include all services and any fees.
- (2) The production of drawings, samples etc. by the supplier shall not be remunerated separately.
- (3) The supplier may only invoice partial deliveries separately if these partial deliveries have been agreed in accordance with Clause III. 1. Otherwise the object of performance shall only be invoiced after complete delivery of all parts.
- (4) Instalment payments shall be shown separately in the final invoice.
- (5) Objects of performance are to be invoiced promptly in the month of performance, but at the latest after four weeks. FORTÉ Germany is authorised to make deductions from invoices received later if items can no longer be charged to customers due to the delay, to the extent that further invoicing is no longer possible.
- (6) Due invoices can only be processed by FORTÉ Germany if they comply with the legal requirements, in particular the German Value Added Tax Act (UStG), and contain the order number stated in the FORTÉ Germany order as well as the



information and documents agreed with the order. The supplier is responsible for all consequences arising from non-compliance with this obligation.

- (7) If payment is made within 10 days of receipt of the invoice, FORTÉ Germany is authorised to deduct a 2% discount, thereafter payment will be made net within 30 days. Delays due to incorrect or incomplete invoicing will extend the discount period accordingly.

7. Warranty

- (1) The statutory provisions on material defects and defects of title shall apply unless otherwise stipulated below.
- (2) A defect shall be deemed to exist in particular if
 - a. systems, machines and other equipment do not comply with the provisions of the Equipment Safety Act; or
 - b. electrotechnical material does not comply with the regulations of the Association of German Electrical Engineers (VDE).
- (3) FORTÉ Germany may choose the type of subsequent fulfilment.
- (4) For parts repaired or redelivered within the limitation period, the limitation period begins anew with complete subsequent fulfilment. This does not apply if repairs or subsequent deliveries are only insignificant in terms of scope, duration or costs.
- (5) Costs incurred by FORTÉ Germany as a result of defective delivery of the object of performance, in particular handling, transport, travel, labour, material costs, installation and conversion costs, costs for an incoming goods inspection exceeding the usual scope as well as costs that FORTÉ Germany has to bear towards customers due to legal obligations, shall be borne by the supplier.
- (6) In the event of defects of title, in particular also in the event of infringement of third-party property rights, the supplier shall indemnify FORTÉ Germany and customers of FORTÉ Germany against third-party claims and reimburse the costs incurred by FORTÉ Germany for a necessary and reasonable legal defence in connection with third-party infringement. A limitation period of 5 years applies to defects of title.
- (7) If FORTÉ Germany takes back manufactured and/or sold products as a result of the defectiveness of the object of performance delivered by the Supplier, or if the payment to FORTÉ Germany is reduced or FORTÉ Germany is claimed against in any other way, FORTÉ Germany reserves the right of recourse against the Supplier.
- (8) If the supplier does not fulfil the obligation of supplementary performance within a reasonable grace period set for him, FORTÉ Germany can remedy the defect itself or have it remedied by a third party at the expense of the supplier or withdraw from the contract. The return of the goods in case of cancellation is at the risk of the supplier. In addition, FORTÉ Germany is entitled to claim damages instead of performance. Setting a deadline is particularly dispensable if the supplier denies the existence of the defect or rejects the warranty



altogether or if it is unreasonable for FORTÉ Germany to wait for an attempt at rectification due to the circumstances of the individual case.

- (9) After an unsuccessful attempt at rectification, FORTÉ Germany may withdraw from the contract or demand a reduction in the purchase price. In addition, FORTÉ Germany can demand compensation from the supplier.
- (10) The warranty period is 24 months. The limitation period for warranty claims is suspended by the assertion of the defect during the warranty period. The suspension does not end before the warranty claims have been fulfilled.

8. Liability

- (1) The supplier shall be liable without limitation for all damages, irrespective of the liability standard. In particular, the supplier shall be liable for consequential damages and financial losses.
- (2) If a claim is made against FORTÉ Germany due to product liability, the supplier shall indemnify FORTÉ Germany if and to the extent that the damage was caused by a defect in the object of performance. In the case of fault-based liability, however, this only applies if the supplier is at fault. If the cause of the damage lies in the area of responsibility of the supplier, he bears the burden of proof in this respect. In such cases, the supplier shall bear all costs and expenses, including the costs of any legal action.
- (3) The supplier undertakes to take out and provide evidence of a public liability insurance policy including extended product liability and recall costs with an insurer authorised in the EU. The sum insured must be at least EUR 1 million for personal injury, property damage, extended product liability and recall costs.

9. Assignment and offsetting

- (1) Without prior written consent, which may not be unreasonably withheld, the supplier may not assign his claims against FORTÉ Germany or have them collected by third parties.
- (2) FORTÉ Germany may withhold payments or declare offsetting due to counterclaims.

10. Information on data processing

<http://www.ourforte.eu/datenschutz/>

11. Final provisions

- (1) The entire legal relationship between the parties is subject to the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- (2) The place of jurisdiction for all disputes is Frankfurt am Main. FORTÉ Germany is also entitled to sue the supplier at his registered office.



- (3) Agreements between the parties must be in text form to be effective. This also applies to the cancellation of the text form requirement. Verbal agreements require confirmation in text form by both parties to be effective.
- (4) The contract shall remain binding in its remaining parts even if individual points are legally invalid.

