

SEYSAM GENERAL CONDITIONS OF PURCHASE

R00 | September 2026

These General Conditions of Purchase ("Conditions") apply to all purchase orders for goods, manufactured items and related services issued by SEYSAM, Julweg 3, 51503 Rösrath, Germany ("SEYSAM" or "Buyer"). They apply exclusively to business suppliers and form part of each SEYSAM purchase order unless expressly agreed otherwise.

I. Scope, Supplier Terms and Contract Formation

- These Conditions apply to all requests for quotation, purchase orders, deliveries and related services of Supplier for SEYSAM. Conflicting or deviating terms of Supplier do not apply unless SEYSAM expressly accepts them in text form. Acceptance of goods, services, an order acknowledgement, invoice or payment does not constitute acceptance of Supplier's terms.
- A SEYSAM request for quotation is not an offer and creates no obligation to place an order. Supplier bears its own quotation costs unless expressly agreed otherwise.
- A purchase order becomes binding when Supplier accepts it in text form or begins performance with SEYSAM's knowledge. Supplier shall identify any deviation from the purchase order clearly in its order acknowledgement. A deviation is effective only if SEYSAM expressly accepts it in text form. Individual agreements and the purchase order prevail over these Conditions in case of conflict.
- Changes, additional work or price adjustments require SEYSAM's prior approval in text form. Supplier remains fully responsible for its subcontractors. Transfer of the complete order, or any change of an expressly specified manufacturer, manufacturing location or material source that may affect quality, origin, certification or compliance, requires SEYSAM's prior approval.

II. Contract Scope, Quality and Technical Compliance

- Supplier shall deliver new, unused and genuine goods, free from material defects, defects in title and third-party security interests, and in full conformity with the purchase order, agreed specification, drawings, data sheets, approved deviations, samples and applicable manufacturer documentation. Substitutions and unapproved technical deviations are not permitted.
- Supplier shall review the information available to it for evident inconsistencies, omissions or technical risks and shall notify SEYSAM without undue delay before manufacture or dispatch where a reasonably competent supplier should recognize that clarification is required. This does not transfer engineering responsibility to Supplier where SEYSAM has specified the product without requesting engineering or selection services.
- Supplier shall comply with mandatory product-safety, conformity, environmental, marking and documentation requirements applicable to the goods at the agreed place of delivery and, where SEYSAM has communicated and Supplier has accepted destination-specific requirements, at the agreed destination or end-use market. Required declarations, certificates and conformity documentation form part of the contractual scope where specified or legally required.
- Supplier shall notify SEYSAM in advance of material changes to design, materials, manufacturing process, manufacturer, country of origin or certification status that may affect the ordered goods. No such change may be implemented for the order without approval where it affects the agreed specification or compliance.

III. Prices, Invoices and Payment

- Prices and currency stated in the purchase order are fixed for the ordered scope. Additional charges, surcharges or price increases are payable only if expressly approved by SEYSAM. Packaging, freight, insurance, customs and other ancillary costs are allocated according to the purchase order and the agreed Incoterms® rule.
- Where an Incoterms® rule is agreed, Incoterms® 2020 applies together with the specifically named place or port.
- Invoices shall comply with applicable law and state at least the SEYSAM purchase-order number, relevant line items, invoice date, delivery or performance reference, tax information and agreed payment data. If contractual documentation, certificates or inspection records are part of the ordered scope, the performance is not commercially complete for payment purposes until such documents have been supplied, unless otherwise agreed.
- Payment terms stated in the purchase order or expressly accepted quotation apply. If no payment term is agreed, payment is due net within 30 calendar days after complete contractual performance and receipt of a proper invoice. Agreed advance-payment arrangements remain unaffected.
- Payment, processing of an invoice or receipt of goods does not constitute acceptance of performance as free of defects and does not waive any contractual or statutory rights of SEYSAM.

IV. Delivery Dates, Delay and Contractual Penalty

- Confirmed delivery dates and periods stated in the purchase order or accepted order acknowledgement are binding unless expressly identified as estimates. For delivery without installation, timeliness is determined by receipt at the agreed delivery place; where contractual acceptance is required, by completion ready for acceptance.
- Supplier shall notify SEYSAM without undue delay of any actual or anticipated delay, stating the cause, affected items, expected duration and reasonable recovery measures. Such notice does not release Supplier from its obligations.
- Early deliveries, partial deliveries and excess or short deliveries require prior approval where they differ from the agreed order. SEYSAM may reject unapproved deviations or store them at Supplier's reasonable cost and risk where legally permissible.
- In the event of Supplier delay for which Supplier is responsible, SEYSAM retains all statutory rights, including performance, damages and withdrawal after the legally required conditions are met.
- In addition, where Supplier is in culpable delay, a contractual penalty of 0.1% of the net value of the delayed portion of the delivery is due for each commenced working day of delay, capped at 5% of the net value of that delayed portion. Any further recoverable delay damage remains unaffected, but the contractual penalty is credited against such damage. If late performance is accepted, assertion of the penalty remains subject to the reservation requirement under applicable law.

V. Shipment, Packaging, Risk and Documentation

- Delivery, cost allocation and transfer of risk are governed by the agreed Incoterms® 2020 rule and named place. If no Incoterms® rule is agreed, risk passes only upon physical receipt of the goods at the agreed delivery place; for work requiring acceptance, upon acceptance.
- Supplier shall use transport- and product-appropriate packaging and comply with agreed packing, preservation, marking and shipping instructions. Supplier is responsible for additional costs or damage caused by culpable non-compliance with such instructions.
- Delivery notes and shipping documents shall show the SEYSAM purchase-order number, item references, quantities, package data and any legally or contractually required identifiers. Documents required for customs, installation, operation, inspection or onward delivery shall be provided at the agreed time and no later than reasonably required for dispatch or use.
- Where delivery is made directly to a SEYSAM customer, end user or other third party, Supplier shall follow SEYSAM's shipping instructions and shall treat customer, end-user, project and commercial information as confidential and use it only for execution of the order.

VI. Quality Assurance, Inspection and Notification of Defects

- Supplier shall maintain quality controls appropriate to the goods and the agreed specification and shall ensure reasonable traceability of material, manufacturer, test and certification data where relevant to the order.
- Where inspection, FAT, TPI, ITP review or customer inspection is agreed, SEYSAM and authorized representatives may perform or witness it on reasonable notice. Inspection, approval, witnessing or release does not relieve Supplier of its contractual responsibility.
- To the extent Section 377 HGB applies, SEYSAM's incoming inspection is limited to identity, quantity and externally recognizable transport or packaging damage insofar as reasonably practicable in the ordinary course of business. Such defects will be notified without undue delay. Other defects will be notified without undue delay after discovery. Supplier waives objections based on any broader incoming-inspection duty to the extent legally permissible.
- For direct deliveries to a SEYSAM customer or third party, SEYSAM may rely on information received from that recipient and shall notify Supplier without undue delay after SEYSAM becomes aware of a defect. Supplier shall not object solely because SEYSAM did not physically inspect the goods at the destination.

VII. Defects, Remedies and Supply-Chain Recourse

- SEYSAM is entitled to the statutory rights for defects without restriction except as expressly and validly modified in these Conditions. Supplier bears the necessary costs of cure, including transport, travel, labour, material, removal and reinstallation costs to the extent provided by law.
- SEYSAM may choose repair or replacement, subject to Supplier's statutory right to refuse a disproportionate method of cure. Supplier shall begin and complete cure within a reasonable period appropriate to the operational urgency and downstream obligations made known to Supplier.
- If cure fails, is refused, is unreasonable, or urgent circumstances require immediate action to avoid material operational loss, safety risk or downstream delay, SEYSAM may exercise the statutory rights to reduction, withdrawal, damages or reasonable self-remedy at Supplier's cost where the statutory conditions are met.
- Supplier bears the reasonable costs and risk of return, collection or disposal of defective goods where the defect is attributable to Supplier and such costs are recoverable by law.
- Statutory limitation periods for defect and recourse claims apply and shall not be shortened by Supplier's standard terms. Mandatory and statutory supply-chain recourse rights, including Sections 445a and 445b BGB where applicable, remain unaffected.
- To the extent SEYSAM is legitimately charged by its customer for reasonable defect-remedy expenses, removal/reinstallation costs or other recoverable consequences of a defect that was already present when risk passed to SEYSAM and is attributable to Supplier, Supplier shall reimburse SEYSAM to the extent provided by law. Payment, inspection or onward resale does not constitute waiver of such rights.

VIII. Product Liability, Field Actions and Insurance

- Supplier shall indemnify SEYSAM against third-party claims arising from defective goods, personal injury, property damage or breach of mandatory product-safety obligations to the extent the cause falls within Supplier's responsibility. Mandatory statutory liability remains unaffected.
- Supplier shall notify SEYSAM without undue delay of any safety-related defect, authority action, recall or field action affecting ordered goods and shall cooperate in reasonable corrective measures. Reasonable costs of a recall or field action are borne according to the parties' respective responsibility for the cause.
- Supplier shall maintain commercially adequate business and, where relevant, product-liability insurance customary for its activities and shall provide evidence of coverage upon reasonable request.

IX. Intellectual Property and Confidentiality

- Supplier warrants, to the extent within its responsibility, that manufacture, delivery, resale and contractually intended use of the goods do not infringe third-party intellectual-property rights in the agreed markets. This does not apply to infringement caused solely by designs or instructions supplied by SEYSAM. Supplier shall indemnify SEYSAM against justified third-party claims to the extent Supplier is responsible.
- Drawings, specifications, project information, customer/end-user information, commercial data and other non-public information supplied by SEYSAM may be used only for the relevant order and shall be kept confidential. Disclosure to subcontractors is permitted only to the extent necessary for performance and subject to equivalent confidentiality obligations.
- Tools, samples, drawings or materials owned and supplied by SEYSAM remain SEYSAM property and shall be identified, protected and used only for the order unless otherwise agreed.

X. Retention of Title

- SEYSAM accepts a simple retention of title limited to the delivered goods until payment of the respective purchase price. Any extended, expanded, group-wide or processing-related retention of title is excluded unless SEYSAM expressly agrees otherwise in text form.
- Supplier may demand return of goods subject to retention of title only to the extent permitted by applicable law and, where required, after valid withdrawal from the contract.

XI. Export Control, Customs and Origin

- Supplier shall comply with export-control, sanctions, customs and foreign-trade laws applicable to Supplier and the ordered goods. Supplier shall notify SEYSAM without undue delay of known export, re-export or transfer restrictions relevant to the transaction.
- Upon reasonable request, Supplier shall provide information required for lawful export, import or re-export, including HS/customs classification, non-preferential country of origin, applicable export-control classification such as ECCN where relevant, and preferential-origin declarations or certificates where available and required.
- Supplier is responsible for the accuracy of information supplied by it and shall reimburse SEYSAM for reasonable direct costs and damages caused by culpably incorrect or incomplete information. Licences or authorizations that, under applicable law or the agreed delivery term, fall within Supplier's responsibility shall be obtained by Supplier in due time.
- SEYSAM may suspend or refuse the affected transaction to the extent performance would violate applicable export-control or sanctions law or a required governmental authorization is denied, revoked or not granted in time. Any advance payment relating solely to permanently prohibited, unperformed scope shall be refunded unless applicable law prevents repayment.

XII. Compliance

- Supplier shall comply with laws applicable to its performance, including applicable anti-bribery, labour, occupational-health-and-safety and environmental requirements. Supplier shall not knowingly supply counterfeit goods or falsified certificates or origin information.
- A material culpable breach that cannot be remedied, or is not remedied within a reasonable period after notice where cure is possible, entitles SEYSAM to exercise its statutory termination or withdrawal rights and to claim damages where the legal requirements are met.

XIII. Force Majeure

- A party is excused from affected performance to the extent an event beyond its reasonable control, not reasonably foreseeable at contract conclusion and not reasonably avoidable or overcome prevents or materially impedes performance. Examples may include war, embargo, governmental prohibition, epidemic, natural disaster, major transport or energy disruption and general labour disturbance.
- The affected party shall notify the other party without undue delay, provide reasonable information on expected duration and use commercially reasonable efforts to mitigate the effects. Ordinary procurement difficulties, price increases or failure of a subcontractor do not constitute force majeure unless the subcontractor is itself affected by a qualifying event and reasonable alternatives are unavailable.
- Affected obligations are suspended only for the duration and scope of the impediment. If the event continues for more than 90 calendar days or substantially defeats the purpose of the affected order, either party may terminate the unperformed affected part by notice. Payments received for terminated, unperformed scope shall be refunded.

XIV. Assignment and Financial Security

- Supplier may not transfer the contract as a whole without SEYSAM's prior consent. Restrictions on assignment of monetary claims apply only to the extent permitted by law; Section 354a HGB remains unaffected where applicable.
- If, after contract conclusion, circumstances become apparent that objectively jeopardize SEYSAM's claim to Supplier's counter-performance or repayment of agreed advances, SEYSAM may exercise the statutory rights available to a party required to perform in advance, including the rights under Section 321 BGB where applicable.

XV. Applicable Law, CISG and Jurisdiction

- All contractual relationships between SEYSAM and Supplier are governed by the laws of the Federal Republic of Germany, excluding its conflict-of-law rules.
- The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.
- If Supplier is a merchant, legal entity under public law, special public-law fund or has no general place of jurisdiction in Germany, the courts having jurisdiction for SEYSAM's place of business in Rösrath, Germany, shall have exclusive jurisdiction to the extent legally permissible. SEYSAM remains entitled to bring proceedings at Supplier's general place of jurisdiction.
- The place of performance for delivery is the delivery place stated in the purchase order; if none is stated, SEYSAM's place of business applies insofar as compatible with the agreed delivery arrangement.

XVI. Miscellaneous

- Amendments and supplements should be documented in text form for evidence and clarity. The statutory priority of individually negotiated agreements remains unaffected.
- If any provision of these Conditions is or becomes invalid or unenforceable, the remaining provisions remain effective. Statutory provisions apply in place of an invalid or unenforceable standard term; Section 306 BGB remains unaffected.
- If SEYSAM makes a translation available, the English version prevails in the event of discrepancies unless the parties expressly agree otherwise.