

1. Scope and definitions

These General Purchasing Conditions ("GPC") govern the conclusion, content, and performance of all contracts for the procurement of goods and services ("Deliverables") irrespective of whether the contract is concluded virtually or by an offline transaction (hereinafter referred to as "Contracts") of a German company of the Bühler Group ("Bühler"), unless otherwise agreed.

The subject matter of the Contract comprises the Deliverables to be provided by the supplier and, without additional remuneration, all other services required for the proper performance of the Deliverables, even if these are not listed in detail in the Contract.

These GPC shall apply exclusively; Bühler shall not recognise any terms and conditions of the supplier that conflict with or deviate from these GPC unless Bühler has expressly agreed to their validity in writing. These GPC shall also apply if Bühler accepts the supplier's delivery and/or service without reservation in the knowledge that the supplier's terms and conditions conflict with or deviate from these GPC.

2. Contract components and order of precedence

In case of conflicting provisions, the following order of precedence between contractual documents applies:

- a) Contract
- b) the present GPC
- c) further appendices in descending order of rank to the Contract.

A change to a superior document requires an explicit reference to the superior clause(s). General terms and conditions of the supplier are excluded, unless the latter have been expressly accepted by Bühler in writing.

3. Delivery

Bühler designates the place of performance. Benefits and risks shall pass to Bühler only after acceptance of the Deliverables by Bühler at the place of performance in accordance with the Incoterm agreed in the Contract. Unless otherwise agreed, the place of performance for national Contracts shall be DDP of the place of business of the German company of the Bühler Group and for international Contracts the place of performance shall be DAP the place of business of the German company of the Bühler Group in accordance with INCOTERMS 2020.

Early deliveries need not be accepted by Bühler. These can either be returned or stored at the supplier's expense. The delivery time specified in the order is binding. A delivery is only considered complete when the required documentation (e.g. technical test documentation) has also been delivered in full.

Unless otherwise agreed in the Contract, the supplier shall be liable both for damage due to improper packaging, and for damage in transit and during intermediate storage.

At the time of delivery, Bühler restricts itself to the identification of Deliverables only.

4. Performance of Deliverables

Bühler stands for quality. Supplier undertakes to adhere to the provision of the Deliverables with the Bühler Quality Assurance Manual for Suppliers as far as applicable, available under: www.buhlergroup.com/suppliers. The supplier may involve third parties in the performance of essential parts of the Contract only with the prior written consent of Bühler. In any case, the supplier is obligated to impose the essential obligations under the Contract on all third parties called in for the performance of the Contract, in particular the obligations under clause 16 (Legal Compliance and Ethical Business Conduct) and 13 (Confidentiality). Irrespective of Bühler's consent, the supplier remains fully responsible for the contractual performance of the Deliverables by the third parties called in.

5. Prices and payment

Unless otherwise agreed in writing, the prices stated in the Bühler purchase order are fixed prices including packaging, transport and insurance costs, expenses, license fees, and public charges such as customs duties for the delivery according to the agreed Incoterms. The legal value added tax is not included in the price.

Subject to delivery in accordance with the contract and the law, the invoice is due for payment 90 (ninety) days after delivery. If payment is not made when due, the supplier shall grant Bühler a grace period of 30 days without compensation. If Bühler objects to an invoice in good faith, the payment period will be interrupted until the objection has been clarified to the extent of the amount objected to.

For the supplier, the declaration of and objection to a set-off are excluded.

6. Delay

6.1. The supplier must inform Bühler immediately after obtaining knowledge of any circumstances potentially leading to a failure in meeting the delivery dates.

6.2. If the supplier does not meet agreed deadlines, it shall be in default without further ado. If the supplier is in delay, a contractual penalty of 1% of the order value per commenced week, up to a maximum of 5% of the total value of the agreed performance, shall be payable. Bühler expressly reserves the right to claim further damages or miscellaneous claims (including waiver of delivery without setting a deadline).

6.3. Furthermore, Bühler may demand that the supplier indemnify Bühler against all claims for damages and/or contractual penalties and/or other claims asserted against Bühler by a customer of Bühler in connection with a delay in delivery, if and to the extent that the supplier is responsible for the delay in delivery.

7. Warranty

7.1. The supplier guarantees the contractual performance of Deliverables free of legal and material defects in accordance with the current state of the art, the applicable laws and standards. The freedom from defects shall apply to a 24-hour operation on 365 days per year for 36 months. The warranty period shall start with acceptance by Bühler or commissioning at the end customer, whichever occurs later.

7.2. Bühler is obliged to inspect the goods for possible deviations in quality and quantity within a reasonable deadline; the complaint shall be deemed in time insofar as, notwithstanding § 377 HGB [German Commercial Code], it is received by the supplier within a period of 10 workdays, in the event of obvious defects beginning from the termination of the unpacking of the Object of Delivery at the place of destination, in the event of hidden defects from the time when they are discovered.

7.3. In case of quantity deliveries, Bühler is only obliged to examine random samples. If it is determined hereby that more than 10% do not comply with the contractual or statutory requirements Bühler shall be exempted from further examinations and can refuse the acceptance on the whole based on the random sample results and make the whole delivery available to the supplier for collection.

7.4. Bühler may submit a notice of defect at any time during the warranty period. In particular, any payment made by Bühler does not constitute approval or acknowledgement of the absence of defects.

If the supplier becomes aware of any defects, it must notify Bühler immediately.

8. Defects

8.1. In the event of defective performance, Bühler shall be entitled to the following rights without limitation of otherwise agreed (such as in a quality agreement) or statutory rights: (i) reduction of the purchase price, (ii) rescission of the contract, (iii) repair or replacement delivery and damages and (iv), after expiry of a reasonable grace period, replacement by Bühler or a third party at the expense of the supplier. Bühler shall be free to choose the appropriate right for defects.

8.2. The supplier undertakes to bear all costs arising worldwide from or in connection with the defects notified by Bühler, including but not limited to: Costs of subsequent performance, in particular costs of troubleshooting, retrofitting, installation and removal, transport, travel, labour and material costs, as well as customs duties.

8.3. In case of minor defects and to the extent the defect is visible on the photos provided by Bühler, the supplier waives the right of a return of the defective Deliverables.

8.4. The warranty periods shall start to run anew from the time a defect is remedied. Bühler reserves the right to assert further claims.

9. Right to refuse performance, retention and withdrawal

Irrespective of the circumstances, the supplier expressly waives any kind of right to refuse performance, right of retention, or right of rescission vis-à-vis Bühler. Bühler has the right to retain a delivery destined for return in order to secure a claim due and to realize it if necessary.

10. Liability and indemnification

10.1. The supplier is liable for all direct and indirect damages (including consequential damages caused by defects) incurred by Bühler as a result of a violation of contractual and/or legal obligations by the supplier and/or deliveries up to an amount of 1 Mio Euro or the turnover under the Contract for the preceding 12 months, whichever is higher.

10.2. If a claim is asserted against Bühler by an end customer due to a defect for which the supplier is responsible (e.g. damage or consequential damage due to defective contract products), the supplier is obligated to indemnify Bühler for all resulting costs (including reasonable court and attorney's fees) and to support Bühler (e.g. as intervener) in any (court) dispute.

10.3. If an aggrieved party asserts product liability claims against Bühler under domestic or foreign law, the supplier is obligated to indemnify Bühler from the claims for damages on first demand, provided that the cause lies within the supplier's sphere of control and organization and that the supplier itself is liable or would be liable in the external relationship. The same applies to any recall actions.

10.4. The supplier is liable for the conduct of group companies, ancillary staff and third parties called in as for its own.

10.5. Bühler's liability is limited to damages resulting from unlawful intent or gross negligence and to property damage and personal injury. Any further liability of Bühler is excluded to the extent permitted by law.

11. Retention of title, provision of materials and tools

11.1. Insofar as we provide parts to the supplier, we reserve ownership of these parts. Any processing or remodelling by the supplier is carried out on our behalf. If our reserved goods are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our item (purchase price plus statutory VAT) to the other processed items at the time of processing.

11.2. If the goods provided by us are inseparably mixed with other goods not belonging to us, we shall acquire co-ownership of the new goods in the ratio of the value of the goods subject to retention of title (purchase price plus statutory VAT) to the other mixed goods at the time of mixing. If the mixing is done in such a way that the supplier's item is to be regarded as the main item, it is agreed that the supplier transfers proportional co-ownership to us; the supplier holds the sole ownership or co-ownership for us.

11.3. If the security interests to which we are entitled in accordance with paragraphs 1 and/or 2 exceed the purchase price of all our unpaid goods subject to retention of title by more than 10%, we shall be obliged, at the supplier's request, to release the security interests at our discretion.

11.4. We reserve ownership of tools; the supplier is obliged to use the tools exclusively for the manufacture of the goods we have ordered. The supplier is obliged to insure the tools belonging to us at replacement value at its own expense against fire and water damage and theft. At the same time, the supplier hereby assigns to us all claims for compensation under this insurance; we hereby accept the assignment. The supplier is obliged to carry out any necessary maintenance and inspection work on our tools, as well as all servicing and repair work, at its own expense and in good time. He shall notify us immediately of any faults; if he culpably fails to do so, claims for damages shall remain unaffected.

12. Insurance

General Purchasing Conditions

For the duration of its contractual obligations, the supplier shall maintain appropriate insurance to adequately cover the liability risks in connection with the performance of the Deliverables. Upon request, the supplier shall submit to Bühler a written proof of adequate insurance coverage.

13. Force Majeure

In cases of force majeure (strikes, epidemics and pandemics, political unrest, official measures, storms, floods, fire, other natural disasters and other events beyond the control of Bühler), Bühler is entitled to withdraw from the Contract in whole or in part against reimbursement of the costs already incurred to the supplier.

14. Confidentiality

During the term of the contract and thereafter, and without Bühler's prior written consent in text form, the supplier shall treat all information and data of Bühler that is not publicly accessible as strictly confidential and undertakes to use them exclusively for the proper performance of the contract. The supplier shall bind ancillary staff and other third parties to the same extent. For each breach of the confidentiality obligation, the supplier shall pay a contractual penalty of 25,000 Euro (twenty-five thousand Euro). Bühler reserves the right to assert further damages and may claim them cumulatively. Payment of the contractual penalty shall in no case release the supplier from its obligation to maintain secrecy.

15. Intellectual property of Deliverables

15.1. Insofar as the provision of Deliverables involves the creation of a work, all intellectual property rights are transferred to Bühler for exclusive use upon delivery. In the case of software developments, this includes the object code, the source code, the comprehensive developer documentation as well as a list of the open source software used including applicable license terms. The use of open source software requires in any case the prior written consent of Bühler.

15.2. To the extent necessary or useful for the intended purpose, Bühler has the irrevocable, royalty-free and unlimited right to use all systems, programs, standard software and documents as well as all know-how and all other industrial property rights associated with or contained in the Deliverables worldwide (including the right to grant sublicenses).

15.3. The supplier shall ensure that no patent or other rights of third parties are infringed by the delivery or use of the Deliverables, and that the supplier does not infringe any patents or industrial property rights of Bühler or encourage such infringement.

15.4. In case of infringement of patent or other rights of third parties, Bühler may, at its discretion and irrespective of the supplier's fault, demand from the supplier: i) that the supplier procures the right of use for Bühler and the end customer of Bühler at its own expense, or ii) that the supplier modifies or replaces the Deliverables or parts thereof at its own expense so that the Deliverables no longer infringe any rights of third parties, provided that such modifications do not have any negative effects on the Deliverables and their use, or iii) that the supplier refunds the price with interest. In any case, Bühler shall be entitled to claim additional damages irrespective of the supplier's fault.

16. Intellectual property of Bühler

Bühler retains all rights to the delivered plans, Bühler instructions and manuals, technical documents, samples, the means of production such as models, dies, tools, computer software, etc. These may not be made accessible to third parties, may not be copied and may not be used outside the fulfillment of the order.

17. Legal Compliance and Ethical Business Conduct

17.1. The supplier agrees and ensures that its employees, directors, representatives, agents and subcontractors, in all respects and at all times, understand and comply with the principles set forth in the Bühler Code of Conduct for Suppliers and the Bühler Environmental Health and Safety Minimum Requirements as amended from time to time, which are available under: www.buhlergroup.com/suppliers.

17.2. Furthermore, the supplier undertakes and ensures that its employees, directors, representatives, agents and subcontractors comply with all applicable legal regulations, both domestic and foreign, and are committed to ethical business conduct. This encompasses especially but is not limited to laws on corruption and bribery, human and labor rights, health and safety and environmental protection. Explicitly, the supplier commits to:

- Unconditionally prohibit any form of bribery and corruption, whether directly or through intermediaries, including adherence to all laws regarding illegal payments and ensuring transparent and fair business practices.
- Steadfastly prohibit any form of child labor and forced labor within their operations and broader supply chains, adhering to international standards and national legal requirements.
- Ensure a safe and healthy work environment for all employees.
- Comply with the requirements of the Supply Chain Due Diligence Act.
- Comply with environmental laws and regulations, strive to manage and reduce greenhouse gas emissions and energy consumption, continuously improve sustainable resource use practices, reduce water usage and waste generation, and ensure that products and services are designed to minimize environmental impacts throughout their life cycle.
- Ensure that minerals used are not sourced from conflict-affected and high-risk areas supporting armed groups or contributing to human rights violations.

17.3. The supplier cascades these commitments to its own supply chain, guaranteeing that such ethical practices and legal compliances are upheld at every level.

18. International trade

18.1. The supplier guarantees to comply with all applicable national and international customs and foreign trade laws as well as all applicable export controls, economic sanctions, customs, and international trade laws

imposed by Switzerland, the EU, the USA, the UN, and other relevant authorities ("Trade Compliance Law"). The supplier ensures that also its affiliates and subcontractors comply with the Trade Compliance Law. The supplier shall provide Bühler as soon as possible, but no later than upon delivery as well as in the event of changes, without delay with the documentation required by Bühler for compliance with Trade Compliance Law for export, import, and re-export, in particular

- all relevant information and documents on the preferential and commercial origin of goods (e.g. indication of country of origin, declaration of origin on invoices, certification of origin, etc.), export control classification information (e.g., ECCN) and customs tariff number (e.g. HS -code), if applicable
- all relevant documentation and certificates regarding the classification of dangerous goods; and
- all relevant declarations of conformity (including the EU CE marking).

The supplier is further responsible for:

- Obtaining all necessary export and import licenses, permits, and authorizations.
- Not engaging in transactions with sanctioned entities or destinations, unless authorized.
- Ensuring provided information is not used in violation of Trade Compliance Laws.

18.2. The supplier must notify Bühler in writing the latest within 5 business days of any suspected or known violations of Trade Compliance Laws and cooperate fully with any investigations.

18.3. The supplier undertakes to indemnify and hold Bühler harmless against all liabilities, claims, damages, losses, or expenses arising from any breach of the supplier's obligations. Bühler has the right to terminate the Contract, without any liability towards the supplier for damages or costs, if Bühler reasonably believes that the supplier's performance violates any Trade Compliance Law.

19. Documentation and return

All contract-specific documents such as drawings, specifications, test plans, records of tests, etc. must be kept for a period of 13 (thirteen) years.

If they are no longer required for the performance of the Contract, the supplier shall surrender all documents and materials of Bühler and delete or destroy copies.

20. Advertising

The use of orders and deliveries placed under a Contract and the mention of the business relationship with Bühler for advertising purposes is only permitted with the prior written consent of Bühler. Bühler may revoke its consent for advertising purposes at any time and without giving reasons. In this case, the supplier is obligated to take all measures immediately and at its own expense to remove the reference designation in a timely manner.

21. Data protection and IT security

21.1. The supplier must take appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity, and availability of the delivered software as well as its own IT systems, as far as Bühler is processing data on them.

21.2. The supplier acknowledges and agrees that Bühler may have access to personal data (i.e., information about identified or identifiable natural persons, such as names, functions, or contact information) of supplier's employees, agents, consultants, contractors, and other personnel. Such personal data may be processed by or on behalf of Bühler in accordance with Bühler's Privacy Policy, which is available at www.buhlergroup.com/privacy, in order to assume and/or fulfil rights and/or obligations arising from this contractual relationship to which these GPC apply, and for related purposes, including but not limited to order and payment processing, customs and import/export management, supplier relationship management, accounting and general administrative purposes.

21.3. The Parties agree that they will act as independent data controllers (as defined by applicable law) in relation to personal data processed in accordance with this clause.

21.4. The supplier further undertakes to inform its personnel that Bühler is entitled to process personal data and, if necessary, to obtain a valid consent. In particular, the supplier points out the right of Bühler to transfer personal data to third parties or third parties abroad while maintaining a comparable level of data protection.

22. Entire agreement

The Contract takes precedence over all agreements between individual or all parties made before the conclusion of this Contract, unless these agreements expressly form part of the Contract.

23. Assignment

The assignment of rights and obligations under the Contract by the supplier to a third party requires the prior written consent of Bühler. Bühler may assign rights and obligations under the Contract in accordance with the law.

24. Severability

If individual provisions of the Contract or an order prove to be invalid or illegal, the validity of the remaining contractual provisions shall not be affected. These provisions shall be replaced by the parties by a valid one, which comes closest to the original meaning and economic circumstances.

25. Amendments and Notifications

Offers made by the supplier are binding on the supplier and are not to be remunerated. Any amendments and supplements to the Contract only come into effect if agreed by the Parties and upon written confirmation by Bühler. Notifications in text form can also be in digital form. Notifications in written form must be on paper.

26. Signature

General Purchasing Conditions



E-signatures are valid and binding on the parties and shall have the same legal value as handwritten signature.

27. Place of jurisdiction and applicable law

The contract is subject exclusively to German substantive law at the place of jurisdiction of Bühler, excluding the United Nations Convention on Contracts for the International Sale of Goods (1980).