

PREAMBLE

1. All offers, deliveries, and services from our suppliers are exclusively based on these General Terms and Conditions of Purchase. These are an integral part of all contracts we conclude with our suppliers regarding their deliveries or services. They also apply to all future offers, deliveries, and services provided to us, even if they are not explicitly agreed upon again.
2. The terms and conditions of our suppliers or third parties shall not apply, even if we do not explicitly object to their validity in individual cases. Even if we refer to a document that contains or references the supplier's or a third party's terms and conditions, this does not imply agreement to their validity.
3. STERMAN expects that all offers, deliveries, and services from our suppliers comply with our Supplier Code of Conduct.

I. ORDERS

1. The contract is concluded upon an order by STERMAN.
2. The supplier must confirm our order in writing within 5 working days.
3. If we are unable to use the contractually agreed scope due to circumstances for which the supplier is responsible (such as non-compliance with legal requirements) or if the financial situation of the supplier deteriorates significantly after the contract is concluded, making proper delivery unlikely, STERMAN is entitled to withdraw from the contract.

II. PRICES, PAYMENT TERMS, AND INVOICE INFORMATION

1. The price specified in the order is binding.
2. Unless otherwise agreed in writing, the price includes packaging, delivery, and transportation to the shipping address specified in the contract.
3. Payment shall be made, unless otherwise agreed, within 14 days with a 2% discount or within 30 days net after receipt of the contractual performance and a properly issued invoice.
4. All order confirmations, delivery documents, and invoices must include our order number, project number, identification number, and delivery quantity. If one or more of these details are missing and this delays processing within our normal business operations, the stated payment periods shall be extended by the duration of the delay.
5. In the event of late payment, the supplier may charge default interest at a

rate of 5% per annum, unless STERMAN proves a lower loss.

III. DELIVERY TIME AND DELIVERY, TRANSFER OF RISK

1. Agreed dates and deadlines are binding. Early deliveries and partial deliveries are only permitted with the prior written consent of STERMAN.
2. The supplier is obliged to inform us immediately if circumstances arise or become apparent that indicate the delivery time cannot be met.
3. In the event of a delivery delay, STERMAN is entitled to the statutory claims.
4. After prior written notice to the supplier, we are entitled to demand a contractual penalty of 0.5% per commenced week of delay, up to a maximum of 5% of the respective order value. The contractual penalty shall be credited against the default damages to be compensated by the supplier.
5. The risk passes to STERMAN upon delivery of the goods to STERMAN or the recipient designated by STERMAN.

IV. RETENTION OF TITLE

1. We retain ownership and copyright to orders placed, drawings, illustrations, calculations, descriptions, and other documents provided to the supplier. The supplier may not disclose them to third parties or use or reproduce them himself or through third parties without our express consent. The supplier must return these documents to us in full upon request if they are no longer needed for the proper course of business or if negotiations do not lead to a contract. Any copies made by the supplier must be destroyed, except for legally required archiving or data backup as part of normal IT security measures.
2. Materials provided to the supplier remain our property. The supplier must label them as our property, store them carefully, adequately insure them against all types of damage, and use them only for contract-related purposes. The supplier must immediately notify us of any non-trivial damage to these tools and models. Upon request, the supplier must return them in proper condition when they are no longer needed for fulfilling contracts with us.
3. Retention of title by the supplier is only valid insofar as it relates to our payment obligation for the respective products. Extended or prolonged retention of title is not permitted..

V. WARRANTY CLAIMS

1. In the event of defects, we are entitled to the full statutory claims. The warranty period is 24 months.
2. STERMAN's incoming goods inspection is limited to obvious defects, transport damage, completeness, and identity of the goods. Such defects will be reported within a reasonable period. STERMAN reserves the right to conduct further quality inspections. Defects identified during such inspections will be reported in accordance with proper business operations. The supplier waives the objection of late notification of defects.
3. Upon receipt of our written notice of defects, the statute of limitations for warranty claims is suspended until the supplier rejects our claims, declares the defect rectified, or refuses to continue negotiations regarding our claims. If replacement delivery or defect rectification occurs, the warranty period for replaced or repaired parts restarts, unless the rectification was merely a goodwill gesture.

VI. PRODUCT LIABILITY

1. The supplier's liability is governed by statutory provisions unless otherwise stipulated in these Terms and Conditions of Purchase.
2. If STERMAN is held liable for product liability, the supplier is obliged to indemnify STERMAN from all such claims upon first request, provided the damage was caused by a defect in the contractually delivered item. The supplier must also indemnify STERMAN from all costs incurred in this context, particularly expenses for necessary recall actions and legal costs. Otherwise, statutory provisions apply.
3. The supplier must maintain product liability insurance at its own expense with a coverage amount of at least EUR 2,500,000, which does not necessarily have to cover recall risks or punitive damages unless otherwise agreed. The supplier must provide STERMAN with a copy of the insurance policy upon request.

VII. INTELLECTUAL PROPERTY RIGHTS

1. The supplier guarantees that the goods supplied by him and their further delivery, processing, or use by STERMAN do not infringe on third-party intellectual property rights, such as utility models, patents, or licenses.
2. The supplier shall indemnify STERMAN and STERMAN's customers from third-party claims arising from any infringement of intellectual property rights and bear all costs incurred by STERMAN in this context.



3. Our further statutory claims for defects in title remain unaffected.

VIII. SPARE PARTS

1. The supplier is obliged to keep spare parts for the delivered products available for at least 10 years after delivery.
2. If the supplier intends to discontinue the production of spare parts, he must notify us immediately upon making this decision. Subject to paragraph 1, this decision must be communicated at least 6 months before production stops.

3. The contracts concluded between us and the supplier are subject to the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

IX. CONFIDENTIALITY

1. The contracting parties undertake to keep all information arising from the collaboration strictly confidential unless it is publicly known, lawfully acquired from third parties, or independently developed without third-party involvement, and to use it exclusively for the purposes of the contract.
2. The supplier is further obliged to keep all received images, drawings, calculations, and other documents strictly confidential and to disclose them to third parties only with the prior written consent of STERMAN, provided that the information contained therein is not publicly known.
3. The supplier must impose corresponding obligations on any subcontractors if applicable.
4. Upon STERMAN's request at any time, but no later than upon contract termination, all information originating from STERMAN (including any copies or records made) and any loaned items must be immediately and fully returned to STERMAN, unless the supplier still requires them to fulfill its contractual obligations.
5. STERMAN retains all rights to such confidential information, including copyrights, industrial property rights, patents, utility models, etc.
6. Products manufactured based on designs, documents, models, or other confidential specifications provided by STERMAN may only be used by the supplier for the contractually intended purposes; in particular, they may neither be offered nor delivered to third parties.

X. FINAL PROVISIONS

1. The supplier may not assign the order or significant parts of the order to third parties without prior written consent from STERMAN.
2. The place of fulfillment for both parties and the exclusive place of jurisdiction for all disputes arising from the contractual relationship is D-78112 St. Georgen-Peterzell.

