



# **General Terms and Conditions of Quality, Packaging and Delivery for Manufacturing Parts of the Exentis Group**

## **1. Scope of application**

These general terms and conditions of quality, packaging and delivery for manufacturing parts ("General Terms and Conditions of Quality, Packaging and Delivery for Manufacturing Parts") apply to all supplies and services to Exentis Group AG and all group companies ("Exentis"), unless otherwise agreed in the order, purchase or other contract ("Contract") signed between Exentis and supplier. All subjects and services of a contract are intended exclusively for corporate customers or public legal entities.

In addition, the General Terms and Conditions of Purchase of the Exentis Group and the General Terms and Conditions of the Exentis Group (available at: <https://www.exentis-group.com/en/gtc/>) apply without restriction to all deliveries and services to Exentis Group AG and all Group Companies ("Exentis"), unless otherwise agreed in the purchase order, purchase agreement or other agreement ("Agreement") signed between Exentis and the supplier.

## **2. Commencement of validity**

By placing an order or purchase order on the part of Exentis, the supplier accepts the full validity of these General Terms and Conditions of Quality, Packaging and Delivery for Manufacturing Parts.



### **3. Objection clause**

The supplier's general terms and conditions of quality, packaging and delivery for manufacturing parts are hereby objected to unless their validity has been expressly agreed in writing. Such approvals only apply in written form for the individual case.

### **4. Quality specifications**

a)

The use of a QM system on the part of the supplier is assumed by Exentis. However, this does not imply an obligation to certify.

Exentis is entitled to intervene in the supplier's production at any time within the scope of the order placed or to demand disclosure of the production steps. A supplier audit is possible at any time, even at short notice.

Each supplier is regularly evaluated in the Exentis QM system. The result of this evaluation is included in the decision for further commissioning.

b)

All manufacturing parts must be completely deburred, edges broken, grease-free, dust-free, free of all impurities (cooling lubricant residues, surface coating or hardening residues, chips).

c)

All manufacturing parts must be delivered free of damage (e.g. no scratches or other damage).

d)

The supplier is obliged to deliver the ordered product exclusively in the design and quality as described in the specification agreed between him and Exentis.



e)

The supplier is obliged to carefully check the specifications provided to him by Exentis (e.g. drawings) as to whether the target values and tolerances required therein can be complied with. In the event of any ambiguity, the supplier shall consult Exentis without delay.

f)

All workpieces shall be inspected by the supplier for the specified properties prior to delivery at the latest.

Workpieces that have been surface or heat treated must also be checked for the specified properties after the corresponding process has been carried out, but at the latest before delivery. For example, dimensions specified in the specifications apply to manufacturing parts including the surface / hardening treatment.

## **5. Packaging and labelling**

a)

The supplier is obliged to pack the finished workpieces or to store them for and during transport in such a way that the delivery cannot be damaged and is fully protected against all generally known or foreseeable transport risks.

Furthermore, the supplier is obliged to use only sustainable materials for the packaging of the workpieces that do not require special disposal.

b)

Unless otherwise agreed with Exentis, proper packaging in accordance with this clause a) shall always be carried out at the supplier's premises.

c)

The supplier is furthermore obliged to inform Exentis, if necessary, of any special handling of the workpieces to be delivered during transport. This notice must be clearly visible on the outside of each package and includes information on weight, centre of gravity, lifting point and dimension.



d)

Each individually packaged workpiece or each jointly packaged lot must be clearly labelled by the supplier with the drawing number and number of pieces. If several orders are delivered and these cannot be packed separately for transport reasons, the material must also be marked with the respective order number. Surfaces are not to be pasted or labelled for identification purposes; labelling must only be carried out on the packaging.

e)

Deliveries of repeat orders and complaints must be clearly visible and separately marked with the complaint number and order number.

## **6. Delivery and delivery note**

a)

Partial deliveries are only permitted after approval by Exentis.

b)

Each delivery must be accompanied by a delivery note containing the order number, drawing number(s) and the number of pieces for each item so that a clear allocation can be guaranteed.

c)

Additional documents requested within the scope of the order and noted on the drawing (material certificates MZ, test reports PP etc.), must be attached to the respective corresponding delivery item.

d)

Deliveries to Exentis have to be made on the confirmed date agreed in the first order confirmation. Should there be any delays in delivery despite countermeasures having been initiated, the supplier must inform Exentis immediately and unsolicited upon becoming aware of the delay.



e)

Delivery quantities deviating from the order (under- or over-deliveries) are generally not accepted by Exentis and are subject to complaint. Quantity deviations can only be accepted in individual cases and after consultation.

## **7. Place of fulfilment and jurisdiction**

a)

The place of fulfilment is the place to which the ordered goods are to be delivered in accordance with the order or the place of business of the customer if no other place of delivery has been agreed in writing.

b)

To the extent permitted by law, the place of jurisdiction for all disputes arising out of or in connection with the order, the purchase contract or any other contract is at the place of business of the purchaser. However, this does not exclude the possibility of suing the supplier at his place of business.

## **8. Miscellaneous**

The supplier undertakes to comply with the respective applicable legal provisions of environmental and labour protection law as well as the Supply Chain Act.

## **9. Data protection**

As part of the contractual relationship, Exentis processes personal data, in particular contact details of suppliers' employees. Further information on data processing by the German Exentis companies can be found in the Business Partner Privacy Notice (available at:

<https://www.exentis-group.com/en/gtc/>).