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§ 1 Scope of Application

- (1) These purchasing conditions apply to all business transactions between SARTORIUS Werkzeuge GmbH & Co. KG (hereinafter referred to as SARTORIUS) and the supplier of goods or provider of work and services (hereinafter: SUPPLIER), even if they are not mentioned in later contracts. For works, acceptance replaces the receipt of goods; for services, release of service applies. These conditions apply to SUPPLIERS regardless of whether the contractual products are manufactured by the SUPPLIER or purchased from subcontractors.
- (2) Any opposing, additional, or differing terms of the SUPPLIER do not become part of the contract unless SARTORIUS has expressly agreed in writing. These terms apply even if SARTORIUS unconditionally accepts a delivery while being aware of the supplier's differing terms.
- (3) Any additional or different agreements to these purchasing conditions made between SARTORIUS and the SUPPLIER in execution of a contract must be recorded in writing in the contract. This also applies to the cancellation of this written requirement.
- (4) Rights to which SARTORIUS is entitled under statutory provisions beyond these purchasing conditions remain unaffected.
- (5) These conditions only apply if the SUPPLIER is an entrepreneur under § 14 BGB, a legal entity under public law, or a special fund under public law.

§ 2 Conclusion and Modification of Contract

- (1) An order becomes binding only if it is issued in writing by SARTORIUS or, in the case of a verbally, telephonically, or otherwise remotely placed order, confirmed in writing. Orders generated by automatic devices without a signature or name reproduction are considered written. SARTORIUS's silence on offers, requests, or other declarations from the SUPPLIER counts as consent only if expressly agreed in writing. Orders with obvious errors, typing, or calculation mistakes are not binding for SARTORIUS.
- (2) Before concluding the contract, the SUPPLIER must immediately and unsolicitedly inform SARTORIUS in writing if the ordered goods are subject to export controls or other restrictions under German law. In such cases, all necessary information and documents for compliance must be provided. Otherwise, SARTORIUS is entitled to withdraw from the contract. Further claims are not excluded.
- (3) The SUPPLIER must confirm the order immediately, but no later than one week after receipt, stating the binding price and delivery date. Confirmation is to be made by returning the supplier's signed order confirmation form. Deviations only become part of the contract with SARTORIUS's express written confirmation. The same applies to later contract changes. SARTORIUS may alter the order with respect to design and deadline. If there is a framework agreement, an order is binding unless the supplier objects within three working days.
- (4) If deviations from the original specification become necessary or useful during execution, the SUPPLIER must inform SARTORIUS and propose changes. SARTORIUS will inform which changes to implement. If costs change due to these changes, both parties are entitled to demand price adjustments.
- (5) All documents from the SUPPLIER (order confirmations, shipping notices, consignment notes, delivery notes, invoices, etc.) must show the order number, date, and supplier number.

§ 3 Delivery Time

- (1) Agreed delivery deadlines and dates are binding and run from the order date. Goods must be received at the delivery address specified by SARTORIUS by the due date or within the deadline.
- (2) If the SUPPLIER realizes that the deadline cannot be met, SARTORIUS must be informed immediately in writing, stating the reasons and expected duration of the delay. SARTORIUS is entitled to withdraw from the contract in case of delay, regardless of the fault. SARTORIUS may also demand a penalty of 0.5% of the net order value per week, up to a maximum of 5%. Further claims remain unaffected. The penalty is credited against any further damage claims.
- (3) SARTORIUS's claim for delivery is only excluded if the supplier, at SARTORIUS's request, pays damages instead of delivering. Acceptance of delayed delivery does not waive damage claims.
- (4) Early delivery is only allowed with SARTORIUS's prior written consent. SARTORIUS may return or store early-delivered goods at the supplier's expense. In any case, payment is not due before the agreed date.

§ 4 Transfer of Risk, Acquisition of Ownership and Shipping

- (1) The SUPPLIER bears the risk of accidental loss or deterioration of the goods until they are accepted by SARTORIUS. If installation or assembly is required at SARTORIUS or customer premises, risk transfers only after commissioning.
- (2) Ownership transfers to SARTORIUS immediately upon handover, free of encumbrances.
- (3) The SUPPLIER must follow SARTORIUS's shipping and packaging instructions. Delivery must be packaged suitably to avoid damage. Only necessary and environmentally friendly packaging materials may be used. The SUPPLIER must pay a flat rate of 0.3% of the net order value per calendar quarter for disposal costs unless handled at their own expense. Reusable packaging is only allowed with written consent from SARTORIUS.

§ 5 Prices and Payment

- (1) The price stated in the order is binding. Unless otherwise agreed in writing, the price includes packaging and transport to the specified address. Statutory VAT is included unless explicitly stated as a net price.
- (2) Invoices must be submitted in duplicate. Invoices without order number, date, or supplier number are considered not received. With framework agreements, payment is made by credit note without prior invoice.
- (3) Payment is due on the 25th of the month following delivery with 3% discount or by the 30th in two months without discount. In case of defective delivery, SARTORIUS may withhold payment until proper fulfillment without losing discounts. The payment period starts after rectification of defects. Early delivery does not advance the payment deadline. In case of late payment, interest of 2% above the base rate may be claimed unless SARTORIUS proves lesser damage. The SUPPLIER may only withdraw from the contract after a reasonable deadline has expired in vain.
- (4) Payments are only made to the SUPPLIER. Counterclaims only entitle to set-off if legally established or undisputed. Right of retention only exists if based on the same contractual relationship.

§ 6 Claims for Defects

- (1) Delivered goods must comply with the latest technology, legal requirements, and regulations of authorities and professional bodies.
- (2) The SUPPLIER must fulfill all obligations from the Electrical and Electronic Equipment Act (ElektroG) and register relevant goods with the foundation "Elektro-Altgeräte Register" in Fürth (www.stiftung-ear.de). Should SARTORIUS face obligations due to breaches, the SUPPLIER shall indemnify SARTORIUS. SARTORIUS does not assume any obligations arising from this law for goods within its scope.
- (3) For products not under a private label, the SUPPLIER must fully comply with extended producer responsibility, including packaging, e-waste, and batteries. SUPPLIERS based outside Germany must appoint an authorized agent to fulfill these obligations.
- (4) Code of Compliance and Code of Conduct for Suppliers: The SUPPLIER commits to following the SARTORIUS Code of Compliance and Supplier Code of Conduct, including ensuring compliance by subcontractors. The codes can be accessed at <https://www.sartorius-werkzeuge.de/unternehmen/ueber-uns/code-of-conduct>. In case of culpable breach, SARTORIUS may withdraw from or terminate the contract.
- (6) SARTORIUS must report visible defects within two weeks and hidden defects within two weeks of discovery. For bulk goods, only 3% must be checked for defects; for goods made unsaleable by inspection, a sample of 0.5% is enough. If samples reveal defects, SARTORIUS may demand sorting or claim for the whole batch. The SUPPLIER covers inspection costs if increased examination is needed due to defects.
- (6) With framework agreements, the SUPPLIER must maintain quality management per DIN/EN ISO 9001 or higher and document quality assurance. SARTORIUS may request access to records and samples.
- (7) For defects, SARTORIUS may demand rectification or replacement at the SUPPLIER's expense. If the SUPPLIER does not fulfill this within a reasonable deadline, SARTORIUS may remedy defects at the SUPPLIER's cost. Minor defects (up to 10% of the net order value) may be remedied by SARTORIUS without the supplier's involvement.
- (8) Receipt, use, payment, and reordering of goods not yet identified as defective do not constitute acceptance or waiver of claims.
- (9) Limitation period for claims is 24 months, or up to 12 months after resale or further processing. Replacement deliveries restart the limitation period.
- (10) SUPPLIERS of goods requiring spare parts must supply these for 10 years after the limitation period.
- (11) Further guarantees or obligations remain unaffected.

§ 7 Product Liability, Quality Assurance, REACH, CE Marking, Conflict Minerals and Legal Requirements

- (1) The SUPPLIER will indemnify SARTORIUS from third-party product liability claims where the SUPPLIER is responsible by law. Further SARTORIUS claims remain unaffected.
- (2) Indemnification includes all expenses incurred due to recall or exchange actions. SARTORIUS will inform the SUPPLIER where possible.
- (3) Deliveries are based on agreed national or international specifications. The SUPPLIER must inform SARTORIUS of product changes.
- (4) The SUPPLIER ensures all products comply with REACH Regulation (EC) No. 1907/2006. Substances must be (pre-)registered unless exempted.
- (5) The SUPPLIER assures that no substances on the authorization list are included and must notify SARTORIUS if products contain restricted or candidate list substances, stating names and mass percent.
- (6) The SUPPLIER must provide all information necessary for public databases (SCIP, EPREL, EUDAMED, etc.) and ensure SARTORIUS is not identified as a business partner.
- (7) CE marking must be affixed where required, with all documentation supplied.
- (8) The SUPPLIER must identify and avoid "conflict minerals" (tin, gold, tantalum, tungsten) as per Section 1502 of the US Dodd-Frank Act.
- (9) The SUPPLIER is aware that SARTORIUS is obligated to comply with legal and environmental reporting systems and will support SARTORIUS in these obligations.

§ 8 Third-Party Property Rights

- (1) The SUPPLIER guarantees that the delivery and use of goods do not violate patents, licenses, or other third-party rights.
- (2) If third parties assert claims against SARTORIUS, they are entitled to fulfillment, reduction, withdrawal, and/or damages. If the SUPPLIER is at fault, they must indemnify SARTORIUS for all claims and defense costs.
- (3) The SUPPLIER guarantees that resale of goods within the EU does not infringe third-party rights. For such claims in Germany, the SUPPLIER will indemnify SARTORIUS, including all defense costs.
- (4) Unless otherwise agreed, these indemnity claims expire three years after transfer of risk.

§ 9 Force Majeure

- (1) If SARTORIUS is prevented from fulfilling obligations due to force majeure, especially accepting goods, SARTORIUS is released from obligations for the duration plus a reasonable lead time, without liability. The same applies to unforeseen circumstances (labor disputes, official measures, energy shortages, major operational disruptions). SARTORIUS may refuse goods if hindrances reduce demand.
- (2) SARTORIUS may withdraw if the hindrance lasts more than four months and fulfillment is no longer of interest. Upon request, SARTORIUS will declare whether it will withdraw or accept the goods within a reasonable period.

§ 10 Provision of Items by SARTORIUS

- (1) SARTORIUS retains ownership of samples, models, drawings, templates, tools, software, and other items provided to the SUPPLIER. Use is only permitted for contract fulfillment. Disclosure or duplication is prohibited. Items must be returned at the supplier's expense when no longer needed.
- (2) Processing or transformation of items is for SARTORIUS. If processed with third-party items, SARTORIUS acquires co-ownership proportionally.
- (3) SUPPLIERS must handle items with care, insure them at new value, and assign compensation claims to SARTORIUS. Maintenance and repairs are at the supplier's expense.
- (4) Goods made according to SARTORIUS's instructions may only be used, offered, or supplied to third parties with SARTORIUS's written consent. Violations incur a contractual penalty of €25,000, offset against further claims.
- (5) The above applies to items provided by SARTORIUS's customers.

§ 11 Confidentiality

The SUPPLIER must keep all confidential information about SARTORIUS or its customers secret indefinitely and ensure this duty by contract with personnel and agents.

§ 12 Conduct During Customer Visits

When visiting SARTORIUS customers, supplier personnel must observe all occupational safety, health, and fire protection regulations and follow instructions. Operations must not be hindered or disrupted.

§ 13 Environment and Sustainability

- (1) The SUPPLIER commits to legal environmental standards and continuous improvement to minimize negative impacts.
- (2) In cases of repeated or unremedied legal violations, SARTORIUS may terminate the contract without notice.
- (3) All relevant safety and environmental regulations must be fulfilled.

§ 14 Liability

SARTORIUS is fully liable for damages arising from guarantees or injury to life, body, or health, as well as intent and gross negligence or non-waivable liability. For slight negligence, liability only applies to essential obligations and is limited to typical contractual damages. During the contractual relationship, the SUPPLIER must maintain sufficient product liability insurance at their own expense and provide proof on request.

§ 15 Auditing

The SUPPLIER may be audited by SARTORIUS and must tolerate and reasonably cooperate with audits.

§ 16 Final Provisions

- (1) The SUPPLIER may only transfer rights and obligations to third parties with SARTORIUS's prior written consent.
- (2) In case of cessation of payments or insolvency application by the SUPPLIER, SARTORIUS may withdraw from the contract.
- (3) German law applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- (4) Exclusive place of jurisdiction is SARTORIUS's registered office, but SARTORIUS may also sue at the supplier's location or any other permissible venue.
- (5) Contract language is German.
- (6) Place of fulfillment for all services is SARTORIUS's registered office.
- (7) Should any provision be wholly or partly invalid or unenforceable, the remaining provisions remain effective. A valid provision closest to the original intent applies instead. In case of gaps, the provision that best fits the contract's purpose will be deemed agreed.