



BMA Braunschweigische Maschinenbauanstalt GmbH

Am Alten Bahnhof 5, 38122 Braunschweig, Germany

General Terms and Conditions of Purchase

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I. Conclusion of contract

1.0 Scope

- 1.1 All orders from BMA shall be exclusively subject to these Terms and Conditions of Purchase. Conflicting supplier (“supplier”) terms and conditions shall not apply unless expressly approved by BMA in writing.

These Terms and Conditions of Purchase shall apply exclusively even where BMA accepts delivery without prejudice despite having knowledge of conflicting supplier terms and conditions. All references made to the supplier’s own general terms and conditions shall hereby be expressly rejected.

- 1.3 These Terms and Conditions of Purchase shall also apply to future orders from the supplier.

2.0 Purchase orders

- 2.1 Purchase orders from BMA may be in written form or in text form, in particular in the form of e-mails. No signature shall be required for this.
- 2.2 One of the supplier’s primary obligations is to hand over a delivery note as provided in the contract.
- 2.2 BMA may request reasonable changes to the design or construction of the deliverable following conclusion of the contract.
- 2.3 The transfer of rights and obligations and the hiring of subcontractors shall only be permitted following prior written consent by BMA. In the event of a violation, BMA shall have the right of withdrawal without notice or compensation.
- 2.4 The supplier shall not be permitted to refer to specific orders or his business relationship with BMA for advertising purposes.

3.0 Confidentiality

- 3.1 The supplier shall treat as strictly confidential all orders and commercial and technical information from BMA.
- He shall use any information received exclusively for the purpose of order processing. All disclosures to third parties shall require the written consent of BMA and expressly subject to the condition that these third parties shall be bound to confidentiality.
- 3.2 This confidentiality obligation shall apply for eight years from receipt of the order. When this period has expired or at BMA’s request, all information received shall be either released to BMA or permanently deleted. This deletion shall be confirmed in writing.
- 3.3 Personal data are processed in accordance with the GDPR. Where required, BMA and the supplier shall conclude a separate agreement for processing (Art. 28 GDPR).

II. Delivery and performance

4.0 Price, invoicing, payment

- 4.1 The price specified in BMA's purchase order is a fixed price that includes all associated costs.
- 4.2 Invoices shall be sent by e-mail to invoices@bma-worldwide.com and include the invoice date, order number, supplier number and payment details. Invoices without this information cannot be processed. They shall be rejected for correction and this shall not constitute a delay in payment.
- 4.3 Payment shall be made when performance is due and within the period specified in the purchase order. Payments upon delivery shall be made subject to receipt of a delivery note as set out in the contract.
- 4.4 Any retention of title by the supplier is hereby expressly excluded. Ownership of the deliverable shall be transferred to BMA no later than the time of delivery to the place of destination specified in the purchase order.

5.0 Delivery, transfer of risk and rights of inspection

- 5.1 Delivery shall be under DAP terms (Incoterms® 2020) to the place of destination specified in the purchase order. Deliveries directly to BMA shall be subject to these Terms and Conditions of Purchase and to the shipping and packaging policy effective at the time (available at <https://www.bma-worldwide.com>).

The transfer of risk shall be in accordance with the Incoterms® 2020 agreed.

- 5.2 The supplier shall include with the shipment delivery notes specifying the order number, supplier number, item number in the purchase order, BMA item number and a detailed description of the goods delivered. Prior to dispatch of the deliverable, the supplier shall provide to BMA a copy of the delivery note in digital format.

Blanket amounts or general labels (such as "set", "small parts", "miscellaneous parts" etc.) do not meet the requirements of an accurate description of the goods. Where the specified amounts or labels are inadequate, the supplier shall supply promptly and at his own expense a detailed itemised list.

The supplier's scope of delivery including all loose parts shall be clearly marked both on the item and on the delivery note. The BMA item number of the higher-level component or a tag number shall be used for identification. The physical identifier must be permanently and securely attached to permit clear identification. Loose cable bundles shall be identified including lengths, cross sections, terminal labels and a reference to the equipment they are intended for (e.g. switchgear cubicle tag).

- 5.3 Packaging must be compliant with contractual provisions and the relevant incoterms®. Electronic components must be delivered in ESD-compliant packaging to prevent electrostatic discharge.

The supplier shall take back free of charge empty packaging after use under the legal requirements effective at the time or to ensure its proper disposal. Where this is not possible, the supplier shall be liable for the cost of disposal.

- 5.4 The supplier shall ensure that all parts are packaged and supplied as specified on the delivery note. BMA is under no obligation to open packages at the place of destination. At the discretion of BMA, packages may not be opened until they reach the final destination site, e.g. during assembly. BMA or its agents shall only combine the supplier's individual packages for delivery and/or shipment by sea to the final destination site, using

the content of the supplier's delivery notes to prepare its own performance documentation.

Where it emerges at the final destination site that the supplier's shipment is incomplete or that goods are inadequately labelled and parts can therefore not be assigned, the supplier shall promptly deliver the parts concerned at his own expense.

6.0 Delivery dates and delays

- 6.1 The delivery dates specified in the purchase order are binding. Compliance with delivery times depends on the delivery dates under the Incoterms® rules agreed.
- 6.2 BMA is under no obligation to accept early deliveries or partial deliveries that were not agreed.
- 6.3 The supplier shall promptly notify BMA in writing where there is a risk of missed deadlines. In the event of a delay, shipment shall at BMA's request be via the quickest route (e.g. express) at the supplier's expense.
- 6.4 In the event of a delayed delivery, BMA can request payment of a contractual penalty per week or part thereof of 0.5 % but no more than 10 % in total of the order value. BMA is under no obligation to reserve the right to request payment of a contractual penalty on acceptance of the shipment. The right to claim the contractual penalty can be exercised until the final payment is made and can be deducted from this.

7.0 Clearance of preferences

- 7.1. In his supplier's declaration (EU IR 2015/2447), the supplier shall confirm that the deliverable complies with the preferential rules of origin. Manufacturing outside the EU requires the written consent of BMA.
- 7.2 This declaration shall be a long-term or single declaration. On request, the supplier shall provide an information certificate as proof of accuracy and shall be liable for all damage resulting from inaccurate origin information.

8.0 Force majeure

- 8.1 Force majeure events that could not have been avoided by exercising reasonable care shall release the contracting parties from their contractual obligations for the duration of the disruption and to the extent of its effect.
- 8.2 In such a case, the contracting parties shall keep each other informed of developments, impact and outlook.
- 8.3 Where a disruption continues for longer than six months, BMA shall have the right to cancel the contract as a whole or parts thereof.

III. Quality, technical standards and safety

9.0 Quality and documentation

- 9.1 The supplier shall strictly comply with the accepted rules of engineering, safety regulations and the agreed technical data, drawings and designs. Any changes to the deliverable require the written consent of BMA.
- 9.2 The supplier maintains an effective quality management system (DIN EN ISO 9000 ff. or equivalent).
- 9.3 For specifically labelled parts (requiring documentation), the time of testing, type of test, tester and test results shall be documented. These records shall be stored as legally required and be made available to BMA on request. Subcontractors shall comply with the same requirements.

10.0 Hazardous substances and preparations

- 10.1 The supplier shall comply with all legal requirements regarding the transportation, packaging, labelling and disposal of materials requiring special treatment.
- 10.2 Safety data sheets (e.g. EC SDS for hazardous substances) shall be submitted to BMA at the time of ordering. Delivery shall be permitted only after approval by BMA. All changes shall be reported promptly.
- 10.3 BMA shall be able to return to the supplier free of charge hazardous substances or water pollutants made available for testing purposes.
- 10.4 The supplier shall be liable for all damages arising from non-compliance with these requirements.

11.0 Production resources

- 11.1 All materials, substances, tools and/or documents provided by BMA ("provisions") shall remain the property of BMA. They shall be labelled as such and the supplier shall insure them for their replacement value against fire, water and theft at his own expense. The supplier shall provide proof of the relevant insurance to BMA on request. The supplier shall carry out all necessary maintenance independently and at his own expense. He shall report any damage or faults to BMA promptly in writing.
- 11.2 The processing or modification of provisions shall be performed on behalf of BMA. Where they are incorporated with other goods, BMA shall acquire co-ownership rights to the new goods, with the share corresponding to the value of the provisions. The supplier shall store the (co-owned) goods for BMA free of charge.
- 11.3 The supplier shall use the provisions exclusively for orders from BMA. They shall be returned on request at any time free of charge. Where the supplier has co-ownership rights, they shall be surrendered concurrently with payment for his share.

IV. Warranty and liability

12.0 Liability for material defects

- 12.1 Where a shipment is found to be defective, the statutory rules shall apply.
- 12.2 On delivery to the place of destination, BMA shall only check the number of packages specified on the supplier's delivery note and inspect the deliverables for any visible damage in transit. These defects shall be reported within 14 days following delivery. BMA shall report all further defects within 14 days of identifying them, but no later than commissioning of the deliverable at the final destination site. The supplier thus waives his objection to delayed reporting of a defect (Section 377 of the German Commercial Code HGB). Receipt of and payment for the deliverable shall not constitute acknowledgement that it is free from defects.
- 12.3 The supplier shall provide the remedy chosen by BMA (repair/replacement) at the final destination site or, where this is not specified in the purchase order, at the shipment's place of destination. The supplier shall be liable for all expenses required for providing the remedy, in particular the costs for transportation, travel, labour and materials.
- 12.4 Where the supplier's replacement delivery or repair is delayed, BMA may commission a third party to provide the remedy after a reasonable time has passed. In both cases, the supplier shall be liable for all resulting costs. In urgent cases and with the supplier's prior consent, BMA shall have these rights even where there is no delay in performance by the supplier.
- 12.5 In the event of a recall related to product liability, the supplier shall be liable for all costs resulting from disassembly and assembly, and for transportation of returns from and replacements to the final destination site.
- 12.6 The period of limitation for claims for material defects is 24 months from the time of delivery.

13.0 Liability for defects of title

- 13.1 The supplier shall guarantee that use of the deliverable at the final destination site or – where no final destination site is specified in the purchase order – in Germany is not subject to third party rights. He shall indemnify BMA and its customers from and against all claims for infringement of copyright and shall be liable for all consequential costs including the cost of legal representation.
- 13.2 BMA shall have the right to seek permission to use any infringed property rights directly from the rights owner, at the expense of the supplier.

14.0 Liability

- 14.1 The supplier shall indemnify BMA at its first request from and against all claims arising from manufacturer's liability or non-compliance with safety regulations inasmuch as they result from defects of the deliverable. This shall include all consequential costs including the cost of legal representation.

- 14.2 In product liability cases under the national laws of the final destination site, the supplier shall support BMA by providing all necessary information to refute claims and shall also be liable for the costs of any necessary or legally required recall actions inasmuch as they arise from his defective delivery. In order to safeguard from these risks (including product recall costs), the supplier shall have adequate product liability insurance and provide proof of this to BMA promptly on request.

V. Compliance

15.0 Statutory provisions and code of conduct

- 15.1 The supplier undertakes to comply with and to require his subcontractors to comply with all statutory duties and rules of collective agreements, in particular payment of the minimum wage (MiLoG/AEntG) and social security contributions, to protect human rights and environmental standards and to comply with BMA's Code of Conduct for Suppliers effective at the time (available at <https://www.bma-worldwide.com>).
- 15.2 BMA has the right to have an independent third party review compliance with these obligations annually or at any time where there is a legitimate interest. In the event of a violation, BMA has the right to request remedial action and proof of successful remedial action.
- 15.3 In the event of a violation of these provisions, the supplier shall indemnify BMA from and against all resulting claims by third parties.

VI. Final provisions

16.0 Governing law and place of jurisdiction

These Terms and Conditions of Purchase shall be exclusively subject to German law. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply. The place of jurisdiction for all disputes resulting from or in relation with the business relationship between the contracting parties is Braunschweig. BMA shall also have the right to choose to bring claims against the supplier at his general place of jurisdiction.

17.0 Severability clause

Should any of the provisions of these Terms and Conditions of Purchase be invalid or incomplete, this shall not affect the validity of the remaining provisions. In place of the invalid provision, a legally permitted provision that most closely reflects the intended economic purpose shall be deemed to have been agreed.

18.0 Written form

All changes to this agreement shall be in written form or text form (e.g. e-mail). The same shall apply to a waiver of the requirement of the written form.

19.0 Right of retention

The supplier shall be able to exercise his right of retention only where the underlying claim has been acknowledged by BMA in writing or been established by a final and binding court decision.

20.0 Place of performance

The place of performance for the supplier's contractual obligations shall be the place of destination specified by BMA in the purchase order. The place of performance for BMA's payment obligations shall be its registered office.

21.0 Transfer of claims

Without the written consent of BMA, the supplier shall not have the right to transfer claims to which he is entitled under the order from BMA to or have them collected by third parties.