

General Terms and Conditions of Purchase of the Freiberger Group

for Indirect Procurement

(As of 26/07/2026)

1. General

These General Terms and Conditions of Purchase apply to all orders or other contracts concluded with the contractor (CO). Deviating general terms and conditions (GTC) of the CO shall only apply if we have expressly accepted their applicability in writing (including by email or fax). The GTC of the CO shall have no effect even if we have not objected to them in individual cases. Acceptance of deliveries, services or their payment does not constitute acceptance of the GTC of the CO. If the CO has accepted our General Terms and Conditions of Purchase, these shall also apply to future contracts with it.

2. Offers, orders

2.1. The preparation of offers or cost estimates is free of charge for us and does not oblige us to place an order. If the CO deviates in an offer from our request, it shall expressly point this out and indicate the amended content. Alternative offers under which the requested deliveries or services can be provided in a technically different and/or economically more favourable manner are welcome, but must be clearly marked as alternative offers.

2.2. We shall not assume any costs or pay any remuneration for visits, planning or other preliminary services provided by the CO in connection with the submission of offers or cost estimates unless this has been agreed with the CO in the individual case.

2.3. Orders, amendments or supplements to orders and other agreements made in connection with the conclusion of a contract are binding if issued or confirmed in writing by persons authorised on our side.

3. Terms of delivery, prices

Unless otherwise agreed, the CO shall deliver "DDP Place of Receipt, Incoterms® 2020". The "Place of Receipt" is the destination specified in the order. The Incoterms clause applies to all deliveries and services which the CO has to perform until and at the agreed Place of Receipt in fulfilment of its obligations. All certificates and documentation forming part of the scope of performance shall accompany the delivery. Unless otherwise agreed, prices shall also apply to the Place of Receipt and include all necessary actions, submission of documents or provision of items which must be available upon arrival of the delivery at the Place of Receipt. They also include the granting of rights of use for the intended purpose. Each contracting party shall bear the costs incurred by it if an acceptance, either agreed or required by law, takes place at the place of acceptance.

4. Shipping instructions, packaging, transport insurance, origin of goods

4.1. A delivery note shall be issued for each delivery. The CO is obliged to inform itself about our goods acceptance times before delivery and to take these into account. The CO shall be liable for the consequences of incorrect delivery notes or freight documents. Our order number and the goods consignee specified in the order shall be stated in all shipping documents.

4.2. In addition to the obligations under "DDP Place of Receipt, Incoterms® 2020" or under other agreed delivery terms for movable goods, the CO shall take out transport insurance at its own expense and bear the packaging costs unless expressly agreed otherwise.

4.3. If the delivery concerns dangerous goods subject to special national or international shipping regulations, the CO shall pack and label them accordingly, use approved containers and dispatch them to the Place of Receipt in compliance with the relevant regulations, including the regulations of any transit countries.

4.4. If rules of origin under EU preference agreements are to be fulfilled for the delivery, the CO shall provide us with the relevant preference certificates, such as a declaration of origin or movement certificate. Otherwise, the CO shall state the non-preferential origin of the delivered goods in the documentation.

4.5. If goods originating from bilateral or multilateral preferential agreements are supplied, or if unilateral conditions of origin under the Generalised System of Preferences for beneficiary countries are to be fulfilled, the CO shall comply with them.

4.6. The CO shall take back transport packaging, repackaging and sales packaging at the Place of Receipt free of charge.

4.7. The CO shall also comply with the provisions of this Item 4 if further contractual obligations are agreed, e.g. installation or assembly.

5. Energy efficiency, environmental aspects and occupational safety

5.1. We operate an energy management system in accordance with ISO 50001 and are committed to continuously improving energy efficiency. When procuring goods and services, the environmental compatibility and energy efficiency of products and services are therefore essential evaluation criteria in addition to price and economic efficiency.

5.2. We aim to minimise our environmental impact. To this end, we have set targets for reducing waste, water consumption and emissions. We also expect our service providers to respect this and to take it into account in their offers.

5.3. At Freiburger, we live the safety culture: Safety First, because YOU matter. We have a certified occupational safety management system in accordance with ISO 45001. In addition to statutory rules, we expect our COs to comply with operational requirements specific to our business. Your Freiburger contact person will inform you about these requirements according to your activity and/or the goods concerned.

5.4. We expect our COs to provide energy-efficient, environmentally compatible and state-of-the-art safe goods and services. Offers meeting a higher standard are very welcome as alternatives.

6. Ownership, industrial property rights, copyright, confidentiality

6.1. Drawings, samples, recipes and other documents and aids which we provide to the CO for the execution of orders remain our property or the property of the holder(s) of the IP rights. They may be used only as intended for the fulfilment of the respective contract and shall be returned to us at any time upon request.

6.2. The CO shall respect copyrights and other industrial property rights to which we or third parties have rights of use or exploitation. If it uses third parties to fulfil the contract, it shall ensure that they comply with these provisions.

6.3. The CO may not use or exploit information from documents, drawings, models or other supplies designed or provided by us for its own purposes or for third-party purposes. It may neither offer them to third parties nor deliver them to third parties without our prior written consent.

6.4. The CO shall keep confidential information on internal company matters as well as on customers, recipes, commercial and technical content which it obtains directly or indirectly in the course of contractual cooperation with us. It may not make such information available to third parties in any form unless it is required to do so by law or by official or judicial disclosure orders. Disclosure to subcontractors or persons involved in performance of the contract is permitted only to the extent indispensable for contractual performance. The CO shall impose corresponding confidentiality obligations on its employees and subcontractors. The confidentiality obligation applies for 5 years after termination of the contractual cooperation. Excluded is information which was demonstrably known to the CO when received from us, which it otherwise obtained from authorised persons, or which is obvious or has been made generally accessible by us or authorised persons.

7. Deadlines, dates

7.1. Receipt of the complete faultless delivery and/or service in the owed quantity together with the owed documentation and other documents at the Place of Receipt, or the successfully completed acceptance if agreed or required by law, is decisive for compliance with agreed deadlines and dates. Test certificates or attestations shall be enclosed with the delivery.

7.2. Plans, calculations or other documents requiring our approval shall be submitted to us sufficiently early to allow adequate time for approval and to ensure that contractual deadlines and dates are not jeopardised, even if this has not been expressly agreed.

7.3. As soon as the CO realises that it cannot meet agreed deadlines and dates in whole or in part, it shall inform us immediately, stating the reasons and the expected duration of the delay. Acceptance without reservation of delayed deliveries or services, whether in whole or in part, shall not affect our contractual and statutory rights and claims arising from the delay.

8. Contractual penalty for delay

If a contractual penalty has been agreed and incurred for delay caused by the CO, we may claim it until the invoice for the delayed deliveries or services has been paid, without having to reserve the right to do so upon receipt or acceptance if acceptance was agreed or required by law.

9. Partial, excess or short deliveries, amendment of deliveries or services

9.1. Partial deliveries or partial services require our prior written consent. Mere acceptance of such partial deliveries or services without prior consent shall not constitute premature maturity of payment obligations or consent to additional transport costs.

9.2. We reserve the right to accept excess or short deliveries in individual cases. If excess deliveries are made without prior written consent, we are entitled to refuse delivery, store it at the risk and expense of the CO or return it to the CO at its risk and expense.

9.3. Any changes made by the CO to the deliveries or services to be provided after conclusion of the contract, in particular also to individual specified substances, materials and their composition, require our prior written consent.

10. Risk assumption, receipt or acceptance, force majeure, quality assurance system

10.1. The CO bears the risk of accidental loss or deterioration until the delivery arrives at the Place of Receipt. If acceptance is required by law or has been agreed, the CO bears the risk until we have declared acceptance or a statutory fictitious acceptance has occurred.

10.2. Cases of force majeure and other circumstances external to our operations which were not foreseeable for us and which we cannot influence, such as industrial action, entitle us to postpone receipt of deliveries and/or services or acceptance accordingly.

10.3. Moreover, we are only obliged to accept deliveries if they meet the agreed and expected quality features.

10.4. The CO is obliged to operate an effective quality assurance system and to maintain it during the execution of contracts with us, for example in accordance with DIN ISO 9000 et seq. or an equivalent system, insofar as this is appropriate according to the nature of the delivery or service.

11. Invoice, payment

11.1. Invoices shall be submitted separately for each order as a single copy after complete faultless delivery, completion of services or, for performance-related services, after their acceptance, stating the order data. Invoices must be verifiable, contain the order number and comply with the applicable legal requirements for invoices under VAT law. Invoices without an order number may be returned by us unprocessed.

11.2. Unless otherwise agreed in writing, duly submitted verifiable invoices shall be paid within 14 days with a 3% discount or within 30 days net. The period begins upon receipt of the invoice, but not before complete faultless performance of the contract and/or acceptance where such acceptance is required by law or contractually agreed. Partial payments shall be made only if agreed in writing.

11.3. Payments do not constitute acknowledgement of the delivery or service as being in accordance with the contract, nor do they constitute a waiver of claims for repayment in the event of overpayments, irrespective of the legal grounds.

12. Notice of defects, rights in case of defects, limitation period

12.1. Insofar as the statutory duty to examine and give notice of defects applies, our obligation is limited to inspection of the goods for quantity and identity, externally visible transport or packaging damage and random checks of the goods for their essential characteristics, insofar as this is reasonable. Obvious defects shall be notified to the CO immediately, at the latest within 5 days after delivery; other defects shall be notified immediately after their discovery. In cases of doubt about quantities, weights and dimensions, the values determined at the Place of Receipt shall be decisive.

12.2. The CO owes faultless deliveries and services. They must have the agreed quality features, guaranteed values and properties and fulfil the owed intended use. If such parameters are not agreed in detail, the quality features usually expected must be fulfilled. The CO shall also be responsible for ensuring that deliveries and services correspond to the current state of the art and the accepted rules of technology and that qualified personnel are employed for services. Deliveries shall be equipped with prescribed safety devices. Safety rules shall be observed by the CO. Relevant regulations concerning environmental protection, hazardous substances, dangerous goods and accident prevention as well as occupational safety requirements shall be complied with. The provisions of the German Equipment and Product Safety Act shall be taken into account. Special safety and hygiene regulations applicable at the place of performance and brought to the CO's attention shall be observed.

12.3. Deliveries and services which are subject to the German Food, Consumer Goods and Feedstuffs Code (LFGB), or which come into contact with such products, shall fulfil the stipulated requirements. Insofar as the EU REACH Regulation

applies to the delivery or components of the delivery, the respective substances must be pre-registered, registered or authorised and other requirements arising therefrom, such as submission of a safety data sheet, must be fulfilled.

12.4. Our approval of submitted drawings, samples and other documents (e.g. written documents, specifications) shall not affect the CO's responsibility for proper, complete and faultless fulfilment of the contract.

12.5. In the event of defects and guarantee claims, we are entitled to the statutory rights in respect of defects. If acceptance has been contractually agreed or is required by law, we may refuse to declare acceptance and withhold a partial payment linked to it if the service has not been rendered in full or is defective. This also applies if an acceptance date has been agreed or the CO has set us a deadline for acceptance.

12.6. Guarantee claims exceeding the statutory rights in respect of defects remain unaffected. The limitation period for claims for defects is 36 months and begins upon delivery and/or performance or acceptance if such acceptance is required by law or agreed. Longer statutory limitation periods remain unaffected.

12.7. If a defect appears within the limitation period, we are entitled, at our discretion, to demand supplementary performance in the form of repair, subsequent delivery or new production within a reasonable period. The place of supplementary performance is the Place of Receipt, the place of acceptance or, if known to the CO, another final destination. The CO shall bear all expenses incurred in connection with determining and eliminating defects, including expenses incurred on our premises, in particular inspection costs, dismantling and reinstallation costs, labour and material costs as well as transport and other costs of supplementary performance when defective parts are replaced. The CO shall take back replaced items at its own expense.

12.8. If, before the defect became apparent, we installed or attached a defective part to another item in accordance with its type and intended use, the CO shall reimburse the necessary expenses incurred for removing the defective part and installing the repaired or newly delivered faultless part.

12.9. In urgent cases, if the CO is unavailable or if there is a risk of disproportionately high damage for us, we are entitled to remedy the defect at the expense and risk of the CO or to have it remedied by third parties. We shall inform the CO of such measures without delay.

12.10. If the CO fails to remedy the defect within a reasonable grace period set for it, if subsequent performance fails or if setting such a period was dispensable, we may withdraw from the contract in accordance with statutory provisions and claim damages or damages instead of performance, reimbursement of expenses incurred in vain, or reduction of the purchase price.

12.11. In all other cases we are entitled to all statutory rights and claims.

13. Granting of rights of use, violation of third-party property rights

The CO shall ensure that we obtain, without restriction as to territory, content and time, the rights of use required for the contractual purposes and that its deliveries and/or services do not infringe any copyrights, patents or other third-party property rights when used or resold in accordance with the contract. It grants us a right of use to all work results, unrestricted in terms of territory, content and time, for the contractually agreed purposes and shall ensure, even where subcontractors are involved, that contractual use or exploitation by us is secured by granting or assigning corresponding rights. The agreed remuneration covers the transfer of use or exploitation. The CO indemnifies us against all claims legitimately asserted against us in the event of contractual use due to infringement of an industrial property right and assumes the costs of safeguarding the rights insofar as these claims are based on a culpable breach of duty by it. We shall inform it immediately in the event of a claim.

14. Non-contractual product liability, insurance

14.1. The CO shall indemnify us against all claims arising from product liability if these are attributable to a defect in the delivery and/or service provided by it. This also includes damage incurred by us as a result of precautionary measures, e.g. public warnings or recalls, which are appropriate in nature and scope and legally necessary. Our right to claim our own damages against the CO remains unaffected.

14.2. The CO undertakes to insure corresponding risks in an appropriate amount at its own expense and to maintain insurance cover for a reasonable period. This also includes recall costs resulting from officially ordered or legally required recalls. The CO shall prove insurance coverage upon our request by presenting an insurance confirmation.

15. Data protection

15.1. The CO is obliged to observe the applicable provisions of the EU GDPR and German data protection law and to guarantee and monitor their compliance. If personal data must be transferred to third parties for fulfilment of the contract, the CO shall oblige them to comply with data protection regulations and to treat the data provided confidentially.

15.2. If the CO processes personal data within the meaning of Art. 4 (1) EU GDPR, it shall do so only within the scope of the contract and our instructions and on the basis of a corresponding written agreement which meets the requirements of

Art. 28 EU GDPR. The CO shall inform and oblige its employees involved in performance of the contract to comply with the applicable data protection regulations.

15.3. We are entitled to collect, process and use all data provided to us by the CO, including personal data, in accordance with the applicable data protection regulations under the EU GDPR and German data protection law. The data protection information on processing personal data specified in the contract applies. If the CO transmits personal data to us for fulfilment of the contract, it undertakes to inform the data subjects in accordance with the applicable data protection regulations.

15.4. For procurement purposes, information about the CO will be passed on to companies affiliated with us within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG). The CO may object to the disclosure of information or its use after termination of the contract at any time with effect for the future. Statutory retention periods and obligations remain unaffected.

16. References/advertising

The CO is not entitled to use information about an intended or existing contractual cooperation with it for reference or marketing purposes without our written consent. Taking photographs on our properties and premises and the use and/or publication of any information about our company is also prohibited without our written consent, unless such information is publicly accessible.

17. Passing on of orders, assignment, retention of title

17.1. The CO may transfer the execution of orders or essential parts thereof to third parties only with our prior written consent.

17.2. The CO may assign its claims against us to third parties or have them collected by third parties only with our prior written consent, unless such claims have been legally determined or are undisputed.

17.3. Ownership of deliveries shall pass to us in accordance with statutory provisions. Any agreement on simple retention of title must also be agreed with us. If, nevertheless, subcontractors assert ownership rights, co-ownership rights or liens against us or have enforcement measures carried out, the CO shall indemnify us against the resulting damage.

18. Statutory minimum wage (MiLoG), German Posted Workers Act (AEntG), prohibition of illegal employment

18.1. The CO is obliged to ensure that its employees and the employees of its subcontractors used for the execution of contracts concluded with us receive the statutory minimum wage. If the services to be rendered fall within the scope of a European posting of workers directive and/or the AEntG, in particular in the case of assignments from or to abroad, the CO shall ensure that the respective prescribed working conditions are applied depending on the duration of the assignment. It shall also comply with other collective labour agreement regulations and statutory obligations to pay contributions to social insurance carriers, employers' liability insurance associations and other institutions and, for subcontractors used, shall provide evidence upon our request that the current requirements are met.

18.2. If justified claims are asserted against us due to non-compliance with the CO's obligations under Item 18.1, the CO shall indemnify us against these claims or compensate us for the resulting damage.

18.3. The CO shall refrain from illegal employment or commissioning illegal employment of any kind.

19. Code of conduct for suppliers (Supplier Code of Conduct)

[Supplier Code of Conduct EN.pdf](#)

We also expect the CO to acknowledge and take this Code of Conduct into account and to enforce this or corresponding content in its supply chain.

20. Place of performance, applicable law, jurisdiction

20.1. The place of performance for all obligations of the CO is the Place of Receipt or the place of acceptance if such acceptance has been agreed or is required by law.

20.2. German law applies. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (UN Sales Convention; CISG) is excluded.

20.3. The place of jurisdiction is Berlin, Germany. We are also entitled, at our discretion, to bring an action against the CO at its general place of jurisdiction.