

# Dehoust GmbH

Gutenbergstrasse 5-7 • 69181 Leimen

www.dehoust.com

## General Purchasing Conditions

(GPC)

Version: January 2025

### § 1 Scope and General Principles

- (1) These General Purchasing Conditions (hereinafter "GPC") apply to all orders, contracts and other legal transactions by which Dehoust GmbH, Gutenbergstrasse 5-7, 69181 Leimen (hereinafter "Dehoust" or "Purchaser"), procures goods, materials, products or services from companies (hereinafter "Supplier").
- (2) These GPC apply exclusively. Any conflicting, deviating or supplementary general terms and conditions of the Supplier shall only become part of the contract to the extent that Dehoust has expressly agreed to their application in writing. This written-form requirement cannot be waived orally or by conduct.
- (3) These GPC shall also apply if Dehoust accepts delivery or makes payment without reservation while being aware of conflicting or deviating conditions of the Supplier.
- (4) Individual agreements made with the Supplier on a case-by-case basis (including side agreements, amendments and supplements) shall always take precedence over these GPC. A written contract or written confirmation by Dehoust shall be authoritative for the content of such agreements.
- (5) Legally relevant declarations and notices by the Supplier in relation to the contract must be in writing or in text form (e.g. email), unless these GPC expressly provide otherwise.
- (6) References to the applicability of statutory provisions are for clarification purposes only. Statutory provisions shall apply even without such clarification, unless they are directly modified or expressly excluded by these GPC.

### § 2 Offers and Orders

- (1) Enquiries from Dehoust do not obligate Dehoust to place an order.
- (2) Offers submitted by the Supplier are binding. Costs incurred by the Supplier in preparing offers, samples, drawings or other documents shall only be reimbursed by Dehoust if this has been expressly agreed in writing.
- (3) Orders and other declarations by Dehoust aimed at concluding or amending a contract must be in writing or in text form to be legally effective.
- (4) The Supplier must confirm each order promptly, but no later than within 5 working days of receipt, in writing. A late or substantively deviating acceptance shall be deemed a new offer and requires express written acceptance by Dehoust.
- (5) Changes to or extensions of an order shall only take effect once Dehoust has confirmed them in writing.

### § 3 Prices, Remuneration and Payment

- (1) The price stated in the order is binding and includes all services and ancillary costs (in particular packaging, freight, insurance, customs duties and charges), unless expressly agreed otherwise. The price is exclusive of applicable statutory VAT.
- (2) Invoices must be sent exclusively to the billing address stated in the order. Each invoice must contain at minimum: Dehoust's purchase order number, a precise description of the goods or services, the delivery or service date, the Supplier's tax identification number or VAT ID, and bank details. Incomplete invoices shall suspend the payment deadline.
- (3) Payment shall be made after complete delivery and invoicing within 30 days net, or within 14 days with a 2% early-payment discount, unless otherwise agreed. The payment period shall not commence before complete receipt of the contractually conforming goods or services and receipt of a proper invoice.
- (4) Payments are made by bank transfer. Payment is made subject to verification of the factual and arithmetical accuracy of the invoice and does not constitute acknowledgement of the claim.
- (5) Dehoust is entitled to set off claims to the extent permitted by law. The Supplier may only exercise a right of retention in respect of claims arising from the same contractual relationship.

### § 4 Delivery, Delivery Conditions and Transfer of Risk

- (1) Deliveries shall be made carriage paid (DDP) to the delivery address specified in the order, unless expressly agreed otherwise. Risk shall pass upon proper handover of the goods at the agreed delivery location.
- (2) Agreed delivery dates and deadlines are binding. The decisive factor is receipt of the goods at Dehoust's premises or at the named delivery location. The Supplier must notify Dehoust immediately if circumstances arise or become foreseeable that endanger compliance with the delivery date.
- (3) In the event of delayed delivery, Dehoust is entitled to claim damages in accordance with statutory provisions and/or to withdraw from the contract. Further statutory rights remain unaffected.
- (4) Partial deliveries require prior written consent from Dehoust. Early deliveries may be rejected by Dehoust or stored at the Supplier's expense.
- (5) Each delivery must be accompanied by a delivery note containing at minimum: Dehoust's purchase order number, precise item description, quantity delivered and – where required – batch designation or serial numbers.

### § 5 Packaging and Transport

- (1) The Supplier is obliged to package goods properly, in a manner suitable for transport and in compliance with environmental requirements. Packaging costs are included in the price unless separately agreed.
- (2) Dehoust is entitled to return packaging to the Supplier at the Supplier's expense where required by law or agreed by contract.
- (3) The Supplier must comply with all applicable statutory provisions regarding packaging (in particular the German Packaging Act – VerpackG).

## § 6 Notification of Defects, Inspection and Duty to Give Notice

- (1) Dehoust is obliged to inspect incoming goods within the ordinary course of business. A notice of defect is timely if given within 10 working days of discovery of the defect. For apparent defects, the period commences upon receipt of the goods.
- (2) Notices of defect shall suspend Dehoust's payment obligation to a reasonable extent.
- (3) The provisions of Section 377 of the German Commercial Code (HGB) apply only within the framework of paragraph (1); otherwise, statutory provisions apply.

## § 7 Warranty and Defect Rights

- (1) The Supplier warrants that at the time of transfer of risk, the delivered goods and performed services are free from material and legal defects, conform to the agreed or warranted specifications, comply with recognised technical standards and applicable statutory provisions and norms (in particular DIN, EN, VDE), and are fit for the contractually intended purpose or, in the absence thereof, for their ordinary purpose.
- (2) In the event of a material defect, Dehoust may at its own discretion: demand supplementary performance (rectification or replacement delivery); remedy the defect itself and demand reimbursement of the necessary expenses from the Supplier; reduce the purchase price; withdraw from the contract; or claim damages or reimbursement of wasted expenditure.
- (3) The warranty period is 24 months from transfer of risk, unless longer periods apply by law or otherwise agreed in individual cases.
- (4) If Dehoust incorporates a defective item into a product delivered by Dehoust, the Supplier is obliged to reimburse Dehoust for the costs of removal and re-installation necessary for supplementary performance.
- (5) The limitation period for defect claims against the Supplier shall not begin before the expiry of 6 months after the point in time at which Dehoust has in turn satisfied the end customer's defect claims (Section 445b (2) of the German Civil Code – BGB).

## § 8 Product Liability and Indemnification

- (1) To the extent that the Supplier is responsible for a product damage, the Supplier shall indemnify Dehoust upon first demand against claims by third parties, insofar and to the extent that the cause of the damage lies within the Supplier's sphere of control and organisation.
- (2) The Supplier is obliged to maintain, at its own expense, product liability insurance with a coverage amount of at least EUR 5,000,000 per claim on a lump-sum basis. Proof of such insurance must be provided to Dehoust upon request without delay.
- (3) Within the scope of its obligations, the Supplier shall bear all costs and expenses arising from or in connection with third-party claims, including the costs of any product recall.

## § 9 Intellectual Property Rights

- (1) The Supplier warrants that the delivery and use of the delivered goods do not infringe any third-party rights, in particular no intellectual property rights (patents, utility models, trademarks, copyrights).
- (2) If a third party asserts claims against Dehoust on the grounds of an intellectual property infringement, the Supplier shall indemnify Dehoust upon first demand and take all measures necessary to defend against such claims at its own expense.

(3) Documents, drawings, samples, models and other technical information provided by Dehoust to the Supplier remain the property of Dehoust. They may only be used for the purpose of fulfilling the order, must be treated as confidential, and must be returned or destroyed upon request after fulfilment of the order.

## **§ 10 Retention of Title and Transfer of Ownership**

(1) Ordered goods shall become the property of Dehoust upon handover, but no later than upon full payment of the purchase price.

(2) Any extended or expanded retention of title by the Supplier is expressly rejected. A simple retention of title until full payment is permissible.

## **§ 11 Compliance, Code of Conduct and Supply Chain**

(1) The Supplier undertakes to comply with all applicable statutory provisions, in particular those of the German Supply Chain Due Diligence Act (LkSG), the Anti-Money Laundering Act, anti-corruption law and relevant export control regulations.

(2) The Supplier declares that neither it nor its subcontractors employ child labour, forced labour or other forms of prohibited labour within their supply chain (ILO core labour standards).

(3) The Supplier undertakes to uphold fundamental human rights and environmental standards throughout its supply chain and to provide Dehoust with relevant evidence upon request.

(4) Violations of these provisions entitle Dehoust to terminate existing contracts with immediate effect for cause.

## **§ 12 Confidentiality and Data Protection**

(1) The Supplier is obliged to treat all information obtained within the course of the business relationship – in particular technical, commercial and organisational information of Dehoust (hereinafter "Confidential Information") – with strict confidentiality and not to disclose it to third parties without Dehoust's prior written consent.

(2) The confidentiality obligation does not apply to information that is demonstrably publicly known, was already known to the Supplier without restriction prior to transmission, or was received from an authorised third party.

(3) The confidentiality obligation continues for a period of 5 years after termination of the contractual relationship.

(4) The Supplier shall process personal data of Dehoust's employees and agents exclusively for the purpose of contract performance and in compliance with the GDPR and the German Federal Data Protection Act (BDSG). Where required, the parties shall conclude a data processing agreement pursuant to Article 28 GDPR.

## **§ 13 Quality Assurance and Audits**

(1) The Supplier must maintain a quality management system in accordance with the state of the art and applicable legal requirements, based on the ISO 9001 standard or an equivalent standard.

(2) Dehoust is entitled, upon reasonable prior notice (as a rule 5 working days), to audit compliance with quality and due-diligence obligations at the Supplier's premises or to have them audited by third parties.

(3) The Supplier is obliged to notify Dehoust promptly of any relevant changes in its manufacturing processes, input materials or sub-suppliers that may affect the contractual quality of deliveries.

## § 14 Liability

- (1) Dehoust's liability is governed by statutory provisions. Liability for simple negligence is limited to foreseeable, contract-typical damages, except in cases of personal injury or damage falling under the German Product Liability Act (ProdHaftG).
- (2) The above limitations of liability apply correspondingly in favour of Dehoust's vicarious agents and employees.

## § 15 Assignment and Retention

- (1) The Supplier is not entitled to assign claims arising from the contractual relationship to third parties without Dehoust's prior written consent.
- (2) The Supplier may only exercise a right of retention to the extent that its counterclaim arises from the same contractual relationship.

## § 16 Subcontractors and Sub-Suppliers

- (1) The engagement of subcontractors or sub-suppliers requires Dehoust's prior written consent.
- (2) The Supplier remains fully responsible for the proper performance of its obligations by subcontractors.
- (3) The Supplier must ensure that its subcontractors and sub-suppliers also comply with the essential requirements of these GPC, in particular those set out in §§ 11 and 12.

## § 17 Sustainability and Environment

- (1) The Supplier undertakes to comply with all applicable environmental regulations and to conduct its activities with a view to minimising environmental impact.
- (2) Dehoust aims to maintain a sustainable supply chain. The Supplier is encouraged to pursue its own sustainability targets and to provide Dehoust with relevant information upon request.

## § 18 Force Majeure

- (1) Events of force majeure – including in particular natural disasters, war, acts of terrorism, pandemics, officially ordered operational shutdowns, strikes or disruptions to critical infrastructure – that are outside the affected party's control shall release that party from its obligation to perform for the duration and to the extent of the impediment.
- (2) The affected party must notify the other party in writing without delay upon the occurrence of such an event and indicate the anticipated duration of the impediment. It is obliged to use all reasonable efforts to minimise the consequences of the event.

## § 19 Severability and Amendments

- (1) Should any provision of these GPC be or become wholly or partly invalid or unenforceable, the validity of the remaining provisions shall not be affected. The invalid or unenforceable provision shall be replaced by a valid provision that most closely reflects the economic purpose of the invalid provision.
- (2) Dehoust reserves the right to amend these GPC with reasonable notice of at least 4 weeks. The amended GPC shall be deemed accepted if the Supplier does not object in writing within this period.

## § 20 Governing Law and Jurisdiction

- (1) All legal relationships between Dehoust and the Supplier shall be governed exclusively by the law of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- (2) The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship is, where the Supplier is a registered merchant, a legal entity under public law or a special fund under public law, the registered office of Dehoust (Leimen). Dehoust is also entitled to bring proceedings at the Supplier's general place of jurisdiction.
- (3) Notwithstanding the foregoing, Dehoust is entitled to refer a dispute to arbitration proceedings if the Supplier is domiciled outside the Federal Republic of Germany.

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*Note: These GPC have been prepared under German law and do not substitute advice from a qualified legal counsel.*