

Conditions of Purchase

Germany

1. **General Conditions:** All orders placed are exclusively subject to these Terms and Conditions of Purchase in conjunction with our general Conditions of Delivery TLB 0001, even if no explicit reference is made to these Terms and Conditions of Purchase in the respective order. Any other or additional conditions, in particular Supplier's Terms and Conditions of Sale are expressly excluded – even if we do not contradict these in individual cases – unless accepted by us in writing. These Terms and Conditions of Purchase shall only apply if the Supplier is an entrepreneur within the meaning of § 14 BGB, a legal entity under public law or a special fund under public law. They do not apply to natural persons who conclude a legal transaction solely for a purpose that cannot be attributed to their commercial or independent professional activities. Orders shall be placed in text form only; orders placed orally or by telephone call or any alterations to orders shall only become valid when confirmed in writing. Individual agreements (including additional agreements, supplements and amendments) and any statements in our order take precedence over our Terms and Conditions of Purchase. Any references to the validity of statutory provisions in our Terms and Conditions of Purchase are made for clarification purpose only and apply in addition to the provisions in these Terms and Conditions of Purchase, unless otherwise stated herein.
2. **Order Confirmation:** We issue a written order or call-off for the specific quantities required. A written order confirmation shall be provided within three (3) working days inasmuch as there is no arrangement to the contrary. The order confirmation must contain the quantity and delivery date. The supplier must inform Weidmüller of all changes regarding other parameters of the order. Should an order confirmation not be provided within this time the order shall be deemed to have been accepted. The Supplier shall inform us in detail of all planned company holidays, including extra days added to/in lieu of public holidays to take these into account in our planning.
3. **Invoice:** The invoice is to be submitted immediately after delivery, separate from a specific delivery note; it must not be included in the packaging of the products delivered. Invoices and delivery notes must contain at least the following information: The invoice address communicated by us, the order number, the exact amount ordered, material number and exact designation, logograph of the packaging, weight and type of packaging.
4. **Payment:** Unless otherwise agreed payment shall be made within 30 days less 3% cash discount after receipt of the invoice or 60 days net after receipt of the invoice. We are only then considered to be in delay, even when the payment date is determined in accordance with a calendar, on receipt of a written reminder that the due date has passed. In the event of delay in payment, the interest rate for late payment shall be 5% above the base interest rate, subject to proof of greater loss by the Supplier or lower loss by us.
5. **Delivery and passing of risk:** Unless otherwise stated or agreed, the delivery to us is to be made as follows:

Domestic / Interregional Shipment (Truck, Train)	Transport Sea or Air Shipment
FCA (storage location Supplier)	FOB (specified location)

The same applies for direct deliveries to our subcontractors.

6. **Warranty:**
 - a. The Supplier shall be liable for all defective products in accordance with the statutory regulations. Should a customer make a claim for damages due to defects in the delivery which are attributable to defects in the products delivery by Supplier, the Supplier shall be obliged to indemnify and to hold us harmless against any liability upon first request. This also applies in all cases of claims being made against us by third parties based on the grounds of product liability.
 - b. The inspection of incoming products at our premises is limited to the inspection of externally recognizable transport damages (e.g., obvious damage to outer packaging), clearly recognizable mixtures, the quantity and identity of the delivered products. Should any defect become apparent, during this inspection, a written notification of defects must be sent to the Supplier within 14 days of receipt of the products. All other defects not detected during the aforementioned inspection (so-called "hidden defects"), which are discovered by us at a later point in time in the ordinary course of business or are complained about by the customer, must be reported to the Supplier as soon as possible, latest within a period of 30 days upon discovery. We shall have no further duties or obligations to inspect the delivered products and to give notice of defects.
 - c. Payments already made shall not constitute that the delivered products being free from defects.
 - d. The statutory limitation periods shall apply.

7. **Delivery:** Volume and times of delivery are prescribed by us and must be strictly adhered to. Any deviation is to be reported to us upon recognition regardless of any other rights. Excess deliveries or partial deliveries are subject to our prior approval, as do delays in delivery. Should the latter occur without our prior consent, we are – regardless of other rights – entitled to withdraw from the order. Furthermore, the Supplier is not entitled to have the service to be provided by the Supplier performed by a third party without our prior consent.
8. **Dispatching of dangerous goods:** Regulations covering the transport of dangerous goods must be observed. The Supplier shall be liable for all damages arising due to non-compliance with the statutory regulations and shall be obliged to indemnify and to hold us harmless from all liability in the event of damage upon first request.
9. **Export control:** The Supplier shall comply with all applicable export control, customs, and foreign trade regulations. The Supplier shall provide all relevant information and documents latest upon delivery. This includes but is not limited to relevant classification of goods according to German law (Export list), European law (Regulation (EU) 2021/821 – EU-Dual-Use Regulation) and US law (U.S. Commerce Control List – ECCN), as well as the customs code and the country of origin. The Supplier must inform Weidmüller immediately of any changes to this data.

In the event of confiscation by customs, the Supplier is obliged to support Weidmüller with all available resources, in particular by providing all requested information and documents.

The Supplier shall indemnify and hold Weidmüller and all companies affiliated with Weidmüller harmless from all liabilities, damages, and claims (including costs and expenses arising therefrom or in connection therewith) due to Supplier's fault to comply with the applicable export control, customs and foreign trade laws and regulations, e.g. if the Supplier conceals relevant export control restrictions. Any breach of respective obligation will be considered as material breach and may lead to immediate termination.
10. **Drawings – Tools:** Drawings and tools provided by us or created or manufactured on our behalf shall remain our property and may be used only as stipulated in the contract and may not be passed on to third parties without our prior written consent. The drawings and tools must be returned immediately upon our first request. The obligation to maintain confidentiality shall also apply beyond the time to fulfillment of the order. The Supplier shall assume liability for loss, damage and any misuse.
11. **Code of Conduct:** The Supplier confirms to comply with the requirements of the ZVEI (German Electro and Digital Industry Association) and VDMA (Mechanical Engineering Industry Association) Code of Conduct. Furthermore, the Supplier confirms to oblige its subcontractors involved in supporting the performance of the services agreed in the contract to comply with the requirements of the ZVEI and VDMA Code of Conduct or an equivalent code of conduct. The Supplier undertakes to work exclusively with subcontractors who agree to comply with the principles of the abovementioned or a comparable Code of Conduct. The current status of the ZVEI and VDMA Code of Conduct can be viewed and downloaded on our homepage.
12. **Place of jurisdiction:** The exclusive place of jurisdiction shall be Detmold, however we are entitled to take action against the Supplier at Supplier's own respective place of jurisdiction.
12. **Miscellaneous:** All orders are subject to German Law. The application of the Hague Uniform Law on the International Sale of Goods and the UN Convention on Contracts for the International Sale of Goods is excluded. If the language of the contractual documents differs, the German version of the contract shall prevail. With the confirmation of our order or any activity of the Supplier which leads to the fulfillment of the accepted confirmation, the Supplier declares his acceptance with our terms and conditions of purchase.
13. **Severability:** Should one or more provisions of these conditions be or become invalid, the validity of the remaining regulations or the other contracts concluded on the basis of these conditions shall not be affected. The invalid regulation shall be replaced by a valid regulation that comes as close as possible to the original economic intentions of the parties when the contract was concluded.