



GENERAL TERMS AND CONDITIONS OF PURCHASE
of the company MIK INTERNATIONAL GmbH & Co. KG
Pröbstinger Weg 3, 59457 Werl-Sönnern
(As of December 2025)

§ 1 General – Scope of Application

1. All our orders and contracts are exclusively governed by the following terms and conditions of purchase. By submitting an offer, by confirming an order, by accepting or executing an order, the Supplier submits to these General Terms and Conditions of Purchase, provided that we have made them known to him in connection with a tender, an inquiry, an order or at the beginning of an ongoing business relationship. The supplier's general terms and conditions and terms and conditions deviating from our order letters or these general terms and conditions of purchase shall only apply if and to the extent that we have expressly accepted them. This also applies if the supplier refers to its general terms and conditions in the offer or in the order confirmation. Any change to the Terms must be confirmed by us in order to be effective. Conflicting terms and conditions are hereby expressly contradicted. They will not be recognized even if we do not expressly object to them again after receipt by us. The supplier acknowledges the exclusive validity of our terms and conditions of purchase upon acceptance, at the latest with the execution of the order, even if it refers to its own conditions. Acceptance of deliveries and services or payment for them does not constitute acceptance of the supplier's terms and conditions.

2. All other agreements made between us and the supplier for the purpose of executing a contract must be set down in writing.

3. Our terms and conditions of purchase also apply to all future orders with the supplier.

4. The supplier consents to the business-necessary processing of its data.

The above shall be deemed to be notification pursuant to Section 33 (1) of the Federal Data Protection Act (BDSG).

§ 2 Offer, Offer Documents, Orders

1. Offers from the supplier are non-binding and free of charge for us.

2. All agreements made between us and the Supplier for the execution of the Contract are set out in writing in this Contract.

3. Orders must be confirmed by the supplier. We reserve the right to withdraw the order if the confirmation is not received here within 7 days.

4. The supplier must comply with the inquiry or the invitation to tender in the offer with regard to quantity, quality and design and, in the event of a deviation, expressly point this out in writing. Otherwise, he forfeits a claim for additional remuneration.

5. The supplier is bound by the offer for four weeks.

6. If there are differences in the number, dimensions or weight of the goods delivered, the values determined by our incoming goods inspection shall be decisive. We reserve the right to recognise over- or under-deliveries. The supplier has the option of proving a different value.

§ 3 Prices - Terms of Payment - Invoicing

1. The price stated in the order is binding and includes all ancillary costs. In the absence of a different agreement, the price includes deliveries "free of charge", i.e. free acceptance of goods by MIK INTERNATIONAL GmbH & Co. KG or other expressly agreed place of use, including packaging, insurance, etc. If otherwise agreed, the freight and packaging costs shall be borne by the supplier and shown separately in the invoices. Changes due to subsequent increases in any costs, taxes and other things are excluded.

2. If the price is not fixed when the order is placed, it must be given to us at the latest with the order confirmation. If we do not object within 10 working days, this price is considered approved by us. If a price has been agreed ex works or from stock, the customer only assumes the cheapest freight costs.

3. The statutory sales tax is not included in the price. VAT must be shown separately in the supplier's invoices.

4. The supplier undertakes to indicate the article number of the ordered item and also our order number on both the delivery note and the invoice so that an assignment with us is possible. If these two pieces of information are missing, there is no obligation to accept. The invoice issued is not due; the Supplier shall be responsible for all consequences arising from non-compliance with this obligation.

5. The invoice must be submitted separately immediately after delivery in compliance with the legal requirements, in particular those pursuant to § 14 et seq. of the German VAT Act with regard to the content of the invoice. Monthly invoices must also be sent by the 5th of the month following delivery at the latest. Discount periods begin to run as soon as we receive a notice of payment in accordance with the legal requirements as well as the requirements pursuant to No. 4.

6. Unless otherwise agreed, we shall pay the purchase price for invoices received in the period from the 1st to the 15th of a month net by the end of the month less a 3% discount or at the end of the following month, and for invoices received in the period from the 16th of a month to the end of the month, by the 15th of the following month less a 3% discount net or at the end of the 15th of the month after next.

7. We are entitled to rights of set-off and retention to the extent permitted by law.

8. The supplier may only assign its claim to third parties or have it collected by third parties with our consent. A partial assignment by the supplier is excluded.

§ 4 Delivery Time – Execution

1. Each order must be confirmed immediately with the indication of the binding delivery time. The agreed delivery time is binding. The delivery time begins on the date of receipt of the order by the supplier. The supplier is in default after the expiry of the delivery time without the need for a reminder. The decisive factor for compliance with the delivery dates or delivery periods is the receipt of the goods at the unloading point or goods receipt designated by us.
2. The agreed delivery time must be strictly adhered to. In particular, the reservation of timely self-supply is also excluded.
3. In the event of a delay in delivery, we are entitled to demand a surcharge of 1% of the delivery value per week or part thereof, but not more than 5%, as lump-sum damage caused by delay; further claims are reserved. The supplier has the right to prove to us that no or significantly less damage has occurred as a result of the delay.
4. In the event of default on the part of the supplier, we may, after the unsuccessful expiry of a reasonable grace period set by us, have the delivery not yet performed by a third party. The additional costs are at the expense of the contractor.
5. If the supplier is unable to meet a delivery date - also due to force majeure - he must inform us of this immediately after becoming aware of the reason for the impediment. In this case, we are entitled either to postpone the acceptance period or, if our interest in delivery is significantly reduced after setting a reasonable grace period, to withdraw from the contract in whole or in part. The supplier cannot derive any claims from this. In particular, the Supplier shall not be entitled to withdraw from the contract or to increase prices at its own discretion in cases of force majeure and the like.
6. If initial samples are requested from us, the supplier may only start series production after the sample has been approved in writing and the series has been approved.
7. We may subsequently demand changes in the quality of the delivery or service within the scope of the supplier's technical capabilities. Technical changes and their effects on prices, delivery time or other conditions must be made in writing in accordance with § 2 of these General Terms and Conditions of Purchase.
8. In the event of urgent operational concerns of our company, e.g. as a result of force majeure (war, terrorist attacks, natural disasters, reactor accidents, government measures such as trade embargoes or quarantine orders, pandemics), fire, flood, etc., we are entitled to cancel the contract against a distance payment of 5% of the agreed price of the goods not yet delivered from the respective order without further costs.

§ 5 Dispatch - Transfer of Risk - Documents

1. Unless otherwise agreed, delivery must be made free of charge to the shipping address/place of use specified by us on the order.
2. The risk does not pass to us before receipt of the goods. The supplier is liable for all damages, demurrage fees, etc. previously incurred.
3. The Supplier is obliged to enclose a delivery note with each shipment and to indicate on all shipping documents, delivery notes and invoices exactly our order number, the supplier number, quantity and unit of measure, gross, net and, if applicable, calculation weight, article description with our article number and remaining quantities in the case of partial deliveries; if he fails to do so, he must be responsible for the delays caused by this.
4. Partial deliveries are only permissible on the basis of agreements; otherwise, we may refuse acceptance. In any case, partial deliveries are not to be regarded and marked as independent transactions.
5. The transport insurance is provided by the supplier.

§ 6 Quality, Liability for Defects, Product Liability

1. The Supplier guarantees that all services – insofar as applicable to the specific delivery item – in particular with regard to the selection of materials, processing and functionality, comply with the latest state of the art, the relevant legal provisions and the regulations and guidelines of authorities and employers' liability insurance associations. If deviations from the regulations are necessary in individual cases, the supplier must obtain our written consent for this. The Supplier's liability for defects is not limited by this agreement. If the supplier has reservations about the type of execution requested by us, he must inform us immediately.
2. We will notify the supplier of open defects in the delivery as soon as such defects can be determined according to the circumstances of an orderly course of business. We are obliged to inspect the goods within a reasonable period of time for any deviations in quality or quantity; the complaint is made in good time if it is received by the supplier within a period of five working days, calculated from receipt of goods or, in the case of hidden defects, from discovery. An incoming inspection carried out by us does not relieve the supplier.
In all cases where an error rate has been agreed with the supplier and this is exceeded, we are entitled to return the entire shipment at the expense and risk of the supplier after setting a reasonable grace period. If there is no separate agreement on an error rate, we are entitled to return the shipment if the error rate of a shipment exceeds 1% of the respective shipment quantity.
In the case of ordering materials that have already been purchased, the supplier is obliged to inform us of any changes in the properties. This applies in particular, but not exclusively, to changes to the formulation as well as to the REACH Regulation (Regulation EC No. 1907/2006), the Act on the Take-Back and Environmentally Compatible Disposal of Electrical and Electronic Equipment (ElektroG) as a national implementation of Directive 2011/65/EU (RoHS) and Directive 2012/19/EU (WEEE), the POP Regulation (EU) 2019/1021 and the End-of-Life Vehicles Act as a national implementation of EU Directive 2000/53/EC.
3. The supplier is obliged to provide MIK INTERNATIONAL GmbH & Co. KG with an acceptance test certificate with the goods.
4. We are entitled to the statutory claims in the event of defects in their entirety. We are entitled to demand supplementary performance from the supplier at our discretion in the form of remedy of defects or replacement delivery. The supplier must bear the expenses necessary for this, in particular transport, travel, labour and material costs.

5. If, after our notification of defects, the supplier is visibly unwilling or unable to provide supplementary performance as quickly as is necessary to avert disproportionately large damages, we have the right to have the defect remedied ourselves or by third parties and to demand reimbursement of the necessary costs and expenses. The same shall apply if the supplier has not remedied the defect after the unsuccessful expiry of a reasonable period of time set by us in writing.

6. We expressly reserve the right to compensation for damages in accordance with the statutory provisions, in particular the supplier must compensate us for any damages, including consequential damages arising from the existence of a defect. We are entitled to remedy the defects ourselves at the supplier's expense if there is imminent danger.

7. In the event that a claim is made against us by a customer or any other third party due to product damage – regardless of the legal basis – the supplier undertakes to indemnify us from such claims on first request to the extent that the supplier is responsible for the defect.

8. The supplier is liable for ensuring that the goods, designs and brands supplied by it are free of third-party rights of all kinds and that third-party property rights, in particular patents and copyrights, are not infringed. He is also liable for ensuring that the delivered goods comply with all legal regulations and official requirements. In the event of a violation of private rights or public law regulations caused by the supplier, the supplier shall indemnify us against all claims for damages by third parties.

9. Insofar as the Supplier has assumed the guarantee for the quality of an item or work in the form of an assurance, he shall be liable in accordance with the statutory provisions for compensation for the damage, including compensation for the damage instead of performance. The limitation period is three years, calculated from the transfer of risk.

§ 7 Product / Recourse

1. Insofar as we are claimed by third parties under product liability or in accordance with other statutory provisions, the supplier is obliged to indemnify us from all such claims upon first request, provided and to the extent that the cause is within his sphere of control and organisation and he is directly liable towards the third party in the external relationship. Insofar as we have to carry out a product recall campaign as a result of such an event, the supplier is obliged to bear our expenses and costs incurred in this respect. This applies in particular to any recalls under the Product Safety Act. We will inform the supplier in good time in advance about the content and scope of such a recall campaign – as far as possible and reasonable – and give the supplier the opportunity to comment.

2. The supplier is obliged to maintain its product liability insurance with a minimum coverage of Euro 5,000,000.00 per claim during the duration of the contract. We are entitled to demand a corresponding confirmation of coverage from its insurer from the supplier.

3. We provide the necessary information to the respective competent authority in accordance with the provisions of the ProdSiG in coordination with the supplier.

§ 8 Retention of Title – Provision

1. We receive immediate unrestricted ownership of the goods delivered by the supplier after their handover upon acceptance. The same applies to the documents supplied by the supplier. By handing over the goods, the supplier declares that he is fully entitled to dispose of the property and that the rights of third parties do not exist.

2. If we provide parts to the supplier, we reserve title to them. Processing or transformation by the supplier is carried out for us. If our goods subject to retention of title are processed with other items that do not belong to us, we acquire co-ownership of the new item in proportion to the value of our item to the other processed items at the time of processing.

3. If the item provided by us is inseparably mixed with other objects that do not belong to us, we acquire co-ownership of the new item in proportion to the value of the reserved item to the other mixed objects at the time of the mixing. If the mixing takes place in such a way that the Supplier's property is to be regarded as the main thing, it shall be deemed to have been agreed that the Supplier shall transfer proportionate co-ownership to us; the supplier shall hold the sole ownership or co-ownership for us.

4. We reserve ownership of tools; the supplier is obliged to use the tools exclusively for the production of the goods ordered by us. The supplier is obliged to secure the tools belonging to us at their replacement value at their own expense against fire, water and theft damage. He is obliged to carry out any necessary maintenance or inspection work at his own expense in good time. He must report any incidents to us immediately; if he culpably fails to do so, claims for damages remain unaffected.

§ 9 Confidentiality and Data Protection

1. The supplier undertakes to keep secret from us all information, records, drawings, sketches, specifications, data, etc. received within the framework of the contractual relationship, not to make it accessible to third parties and, in particular, not to use it for its own competitive purposes, unless we expressly give our consent to this.

2. We reserve the intellectual property (copyright) to drawings, specifications, documents, models, etc. Copies may only be made to the extent that this is indispensable for the production of the goods ordered by us. The supplier undertakes to return the documents received at any time at our request and to destroy any copies made. The supplier has no right of retention.

3. The supplier has taken note of the fact that we are entitled to claim damages in the event of violations of the confidentiality obligation and that we reserve the right to take criminal action.

§ 10 Supply Chain Act

1. The supplier undertakes not to violate the prohibitions contained in Section 2 of the Supply Chain Act, to comply with the due diligence obligations set out in Section 3 and to have established the risk management prescribed in Section 4. This only applies to the extent that the supplier falls within the scope of the Supply Chain Act.



§ 10 Place of Performance, Place of Jurisdiction, Choice of Law, Severability Clause

1. Unless otherwise stated in our order confirmation, the place of performance is the registered office of our company for all rights and obligations arising from this legal relationship, including our payments.
2. Our place of business is the place of jurisdiction for all disputes arising from this legal relationship. Other permissible general or special places of jurisdiction are also open to us.
3. The law of the Federal Republic of Germany shall apply exclusively. The application of the CISG is excluded.
4. In the event of disputes, only the German wording of these General Terms and Conditions of Purchase shall be binding.
5. These terms and conditions shall remain valid even if individual clauses prove to be invalid. The invalid clause of the general terms and conditions of contract must then be supplemented or reinterpreted in such a way that the economic purpose intended by the invalid provision is achieved as far as possible. The same procedure must be followed if there is a gap in the performance of the contractual relationship that needs to be supplemented. If the invalidity is based on a performance or time stipulation, it shall be replaced by the legally permissible measure.
6. If any provision of these Terms and Conditions of Purchase or the Contract is invalid with regard to mandatory foreign law, the Supplier shall, upon request, agree on such amendments to the contract with us and make such declarations to third parties or authorities by which the validity of the affected provision and, if this is not possible, its economic content is also guaranteed under foreign law.