General Terms and Conditions of Purchase

SGP – Spezial Gummiprodukte GmbH, Raiffeisenstraße 10, 46244 Bottrop-Kirchhellen, Germany (hereinafter “we” or “us”)

Version: October 2026

1. Scope

(1) These Terms and Conditions of Purchase apply to all contracts under which we purchase goods and services from entrepreneurs (Section 14 German Civil Code, BGB), legal entities under public law and special funds under public law (hereinafter “Supplier”). In the version last provided to the Supplier in text form, they also apply to future orders without our having to refer to them again.

(2) The Supplier’s general terms and conditions shall not become part of the contract, even if we do not expressly object to them or accept the goods without reservation. They apply only if we expressly agree to them in text form.

(3) Individual agreements in our order or in an order confirmation accepted by us take precedence.

2. Offer, Order and Order Confirmation

(1) The Supplier’s offers and cost estimates are free of charge for us. Unless stated otherwise in the offer, the Supplier is bound by it for 6 weeks.

(2) Orders are only binding if we place them in text form (e.g. by e-mail).

(3) The Supplier shall confirm the order in text form within 5 working days, stating the price and a binding delivery date. If the order confirmation deviates from the order, the Supplier shall clearly highlight each deviation. Deviations apply only if we confirm them in text form.

3. Prices, Invoices, Payment

(1) The prices stated in the order are fixed prices. Unless otherwise agreed, they apply to delivery to the delivery address stated in the order (DAP Incoterms® 2020), including packaging, plus statutory VAT.

(2) The Supplier shall send invoices to rechnung@rutec-gummi.de. Suppliers based in Germany shall send an electronic invoice (XRechnung or ZUGFeRD, profile EN 16931 or higher). We accept PDF invoices from them only as long as Section 27(38) of the German VAT Act (UStG) still permits this (deliveries until the end of 2026; in 2027 only from suppliers with a prior-year turnover of no more than EUR 800,000). Suppliers based outside Germany may invoice in PDF format. Each invoice must state our order number, the delivery note number and each item as in the order. We cannot process invoices without our order number; in that case the payment period only begins upon receipt of the completed invoice.

(3) Unless otherwise agreed, we pay within 14 days less 3% cash discount or within 30 days net. The period begins upon receipt of a proper invoice, but not before receipt of the invoiced goods. For the discount period, it is sufficient that our bank receives our transfer order in time. We are entitled to rights of set-off and retention to the extent provided by law.

4. Delivery Dates, Delivery, Transfer of Risk

(1) Agreed delivery dates are binding. As soon as the Supplier realises that it cannot meet a date, it shall inform us without undue delay in text form, stating the reason and the expected duration. Our statutory rights in the event of delay remain unaffected.

(2) Partial deliveries, early deliveries and over- or under-deliveries are only permitted with our consent. For goods delivered by weight or volume (e.g. granulate), we accept production-related over- or under-deliveries of up to 10% of the ordered quantity; the quantity delivered will be invoiced. For goods on rolls, short lengths of up to 10% of the quantity delivered are permitted; otherwise only the tolerances under clause 5(2) apply. Numbers of pieces must be met exactly.

(3) Each delivery shall be accompanied by a delivery note stating our order number. The Supplier shall pack and secure the goods so that they are not damaged during transport and handling, and suitably for container shipment in the case of sea freight. Each roll, pallet and big bag shall bear a label stating article and compound designation, batch, roll or package number and weight; rolls additionally thickness, width, length and date of manufacture, granulate additionally the grain size; the delivery note shall state these numbers. For goods invoiced by weight, the delivery note shall state the net weight excluding big bags and pallets as determined on a legally verified scale; the weighing slip shall be enclosed.

(4) Risk passes in accordance with the agreed Incoterms® clause; in the absence of a specific agreement, in accordance with DAP (goods ready for unloading at the delivery address).

(5) If the Supplier delivers directly to our customer on our instructions (drop shipment), it shall deliver neutrally – without the Supplier’s prices, invoices or advertising – and with our delivery documents where we provide them. It shall state our customer’s order number and send us the signed proof of delivery within 2 working days. For 12 months after such a delivery, the Supplier shall not make its own offers for similar goods for the same project to a customer it has come to know through the delivery, nor supply that customer directly in this respect, unless we consent or the customer was demonstrably already its customer beforehand.

(6) If we state in the order that a contractual penalty for late delivery has been agreed with our customer, the Supplier shall reimburse us for any contractual penalty owed by us as a result, as damage caused by delay, insofar as the Supplier is responsible for the delay. Further claims remain unaffected.

(7) For call-off orders, the Supplier shall only invoice quantities that have been called off and delivered. If it produces for stock before the call-off, it does so at its own risk, unless otherwise agreed.

(8) Force majeure (e.g. natural events, war, governmental measures or transport disruptions for which the affected party is not responsible) releases the parties from their obligations to perform for the duration of the disruption. The Supplier shall notify us of any disruption without undue delay, stating its expected duration. If it lasts longer than 6 weeks, we may withdraw from the contract in whole or in part.

5. Quality, Tolerances, Documentation

(1) The goods must comply with the order, the agreed specifications and drawings and with the information in the Supplier’s offer, data sheet and inspection certificate.

(2) Unless otherwise stated in the order, the following tolerances apply to rubber sheets, mats and rolls and to cut and punched parts made from them: thickness up to 2.0 mm ±0.4 mm, over 2.0 to 6.0 mm ±0.5 mm, over 6.0 to under 10 mm ±0.7 mm, from 10 mm ±10%; length and width of cut and punched parts in accordance with DIN 7715-5, class P3; goods on rolls ±2% in width and ±5% in length. The hardness of rubber sheets, mats and rolls shall not deviate by more than ±5 Shore A from the nominal value stated in the order or, failing that, in the Supplier’s data sheet. For soft PVC, shrinkage of no more than 3% is permitted; hardness and dimensions are governed by the order or data sheet. For PU granulate: grain size as ordered, oversize and undersize together no more than 10% (by mass, sieve analysis in accordance with EN 933-1). Flat and elongated pieces (length more than three times the thickness, cf. EN 933-4) count as out-of-size material. The limit applies to each big bag. If the Supplier’s offer, data sheet or inspection certificate states tighter values, these shall apply.

(3) The goods shall comply with the substance regulations applicable in the EU, in particular REACH (including Annex XVII) and the POP Regulation. The Supplier shall state the country of origin and the customs tariff number on the invoice or delivery note and, upon request, provide an inspection certificate or certificate of analysis with measured values for each batch. It shall provide us, in good time and free of charge, with the documents we require for customs, preferential origin (supplier's declaration), certificates of origin, REACH (safety data sheet, information under Art. 33) and the EU Deforestation Regulation (EUDR). If the goods contain natural rubber, the Supplier shall inform us of this; the goods must then comply with the requirements of the EUDR (deforestation-free and produced in accordance with the laws of the country of production). The Supplier shall provide us with the reference numbers of the due diligence statements or simplified declarations submitted for the goods or their input materials and, for deliveries from outside the EU, no later than 10 working days before shipment, the information under Art. 9 EUDR including the geolocation of the plots of land of production. Before the first delivery and after any change, the Supplier shall provide us free of charge with the current technical data sheet including storage and processing instructions. If the goods contain a substance on the REACH Candidate List (Art. 59) above 0.1% by weight – including after any update of the list – the Supplier shall inform us without being asked, stating the substance and its concentration; upon request, it shall provide us with a current SVHC declaration.

(4) The Supplier shall notify us in text form of any changes to the formulation, raw materials, manufacturing process or place of manufacture at least 4 weeks before the first affected delivery. Goods already ordered shall be delivered in the previous design unless we agree to the change in text form. If our order refers to a test report, fire-protection certificate or approval, any such change requires our prior consent in text form; goods changed without this consent do not have the agreed quality.

(5) If we specify requirements of our customer in the order (e.g. test certificates, marking, packaging or delivery dates), these also apply to the Supplier.

(6) Unless otherwise agreed, goods made of rubber or other elastomers may be no more than 12 months old at the time of delivery (date of manufacture) and must have been stored properly until then (e.g. in accordance with DIN 7716).

(7) After giving notice, we may inspect the goods before loading or have them inspected by an appointed inspector, including at the Supplier's plant during normal business hours. The Supplier shall support us in this free of charge. An inspection or release before loading does not affect our rights in respect of defects.

6. Incoming Goods Inspection and Notice of Defects

(1) After receipt, we inspect the goods in the ordinary course of business for identity, quantity and externally visible damage, and by random sampling for obvious defects.

(2) We give notice of defects that are recognisable in this inspection within 5 working days of receipt, and of other defects within 5 working days of their discovery by us; if a defect only becomes apparent at our customer, within 5 working days of our receipt of the customer's notice of defect. For deliveries to our customer (drop shipment), we give notice of obvious defects within 3 weeks of receipt by the customer and of other defects within 5 working days of our receipt of the customer's notice of defect. A notice of defect that our customer sends directly to the Supplier counts as our notice. Timely dispatch of the notice is sufficient to meet the deadline.

(3) Working days within the meaning of these Terms are Monday to Friday, excluding public holidays in North Rhine-Westphalia.

7. Claims for Defects and Recourse

(1) The statutory provisions apply; we have the right to choose between repair and replacement. If the Supplier does not remedy the defect within a reasonable period set by us, we may remedy the defect ourselves or have it remedied and claim reimbursement of the necessary expenses. In urgent cases, for example if considerable damage or delay towards our customer would otherwise be imminent, a correspondingly short period is sufficient; we shall inform the Supplier in advance. No period needs to be set where this is not required by law.

(2) Claims for defects become time-barred 36 months after delivery, unless the law provides for a longer period. If we state in the order that we will install the goods in a building ourselves (e.g. a shooting range), claims for defects become time-barred no earlier than 5 years and 2 months after acceptance of our work by our customer, but no later than 6 years after delivery to us. Our rights under Sections 445a, 445b and 478 BGB (recourse in the supply chain) remain unaffected.

(3) The Supplier shall bear the expenses required for the purpose of inspection and subsequent performance, in particular transport, sorting, installation and removal costs, in accordance with the statutory provisions.

8. Liability, Product Liability, Insurance

(1) The Supplier is liable in accordance with the statutory provisions.

(2) If a product liability claim is asserted against us due to a defect in the goods delivered by the Supplier, the Supplier shall indemnify us to the extent that the cause lies within its sphere of control and organisation and it is itself liable to third parties. The indemnity includes the necessary costs of legal defence and of any recall, replacement or blocking measure ordered by an authority or required to avert danger to persons; we shall inform the Supplier of such measures in advance where possible and reasonable.

(3) The Supplier shall maintain product liability insurance with coverage of at least EUR 5 million per claim for personal injury and property damage, which also covers damage caused by goods placed on the market in the EU, and shall provide evidence of it upon request.

9. Intellectual Property and Confidentiality

(1) The Supplier warrants that the goods do not infringe any intellectual property rights of third parties, unless they are manufactured according to our specifications. If the Supplier is responsible for an infringement, it shall indemnify us against third-party claims.

(2) The Supplier shall treat our orders, prices, drawings and our customers' data as confidential. It shall use customer data only to carry out the delivery and not for its own advertising. These obligations continue after the end of the business relationship. The Supplier may name us as a reference only with our consent.

10. Materials Provided by Us

Materials that we provide for processing (e.g. for contract cutting) remain our property. They are processed for us, stored separately, marked as our property and used only for our orders. Upon request, the Supplier shall return remnants and offcuts to us or have them disposed of in accordance with our instructions.

11. Retention of Title

We accept a simple retention of title by the Supplier and its extension to resale in the ordinary course of business. We do not accept any further forms, in particular the expanded retention of title (erweiterter Eigentumsvorbehalt) and the current-account retention of title (Kontokorrentvorbehalt).

12. Export, Sanctions, Code of Conduct

(1) The Supplier shall comply with all export control, customs and sanctions regulations applicable to the delivery. It warrants that neither it nor its owners or managing directors are listed on any sanctions list of the EU or the United Nations, and that the goods and their input materials do not originate from Russia or Belarus insofar as their import or acquisition is prohibited under EU sanctions law. If this changes, the Supplier shall inform us without undue delay; we may then withdraw from the contract.

(2) The Supplier shall inform us without undue delay if the goods are subject to export restrictions.

(3) The Supplier shall respect fundamental human rights and labour standards, in particular the prohibitions of child labour and forced labour, and shall comply with the regulations against corruption and on environmental protection. It shall take reasonable steps to ensure that its sub-suppliers do the same. In the event of serious violations, we may withdraw from the contract.

13. Place of Performance, Jurisdiction, Applicable Law

(1) The place of performance for the delivery is the delivery address stated in the order or, if none is stated, our warehouse at Ziegeleiweg 35A, 46539 Dinslaken, Germany; this also applies to clauses 3(1) and 4(4).

(2) If the Supplier is a merchant (Kaufmann), a legal entity under public law or a special fund under public law, or has no general place of jurisdiction in Germany, the exclusive place of jurisdiction is Bottrop, Germany. We may also sue the Supplier at its general place of jurisdiction.

(3) These terms and all contracts under them are governed by the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

14. Final Provisions

(1) Notices from the Supplier after conclusion of the contract, for example regarding delivery delays or changes, must be given in text form.

(2) If any provision is wholly or partly invalid, the remainder of the contract remains valid. The invalid provision shall be replaced by the statutory provisions.

(3) This English version is a translation of the German version. In the event of any discrepancy, the German version shall prevail.