Beckhoff Automation GmbH & Co. KG
General Conditions of Purchase (valid as of May 2026)

BECKHOFF

1. General Conditions

1.1. The following Conditions of Purchase are an integral part of all orders placed by Beckhoff Automation GmbH & Co. KG (hereinafter referred to as "buyer") with its commercially active suppliers. If special agreements deviating from these conditions are made for a specific order, the agreements deviating from the General Conditions of Purchase are subordinate and supplementary.

1.2. The supplier's General Terms and Conditions are herewith objected. This also applies to the event that they are submitted to the buyer in the letter of confirmation or through any other means. The unconditional acceptance of order confirmations or deliveries does not represent the acceptance of such conditions by the order.

1.3. All agreements made between the buyer and the supplier for the purpose of executing this contract must be made in writing in order to be valid.

1.4. Compliance with the written form requires neither a manual signature nor an electronic signature. Messages via fax or e-mail fulfil the requirement for written form as do other text forms without the conclusion of the declaration requiring special identification.

2. Orders

2.1. Orders are binding when they are made in writing or have been confirmed in writing by the buyer after being placed verbally. Deviations in the supplier's order confirmation only become part of the contract if the deviation is confirmed by buyer in writing.

2.2. The buyer's order can only be accepted within a period of 14 days unless otherwise agreed. If the supplier does not accept the order before the deadline, the buyer is entitled to cancel the order.

2.3. Within reasonable limits, the buyer can request changes to the design and implementation of the object of delivery. The effects thereof, in particular with regard to the additional and reduced costs along with the delivery dates, must be settled appropriately and in mutual agreement between the buyer and the supplier.

2.4. The buyer does not assume any costs for presentations or the development of offers by suppliers.

3. Delivery and shipping

3.1. The delivery schedule and delivery deadlines specified in the order are binding. The supplier is obliged to inform the buyer without delay and in writing if circumstances arise or are recognisable for him from which it ensures that the specified delivery dates and/or delivery deadlines cannot be observed. The notification does not have any effect on the buyer's claims toward the supplier.

3.2. The receipt of the goods at the location specified in the order is definitive for the compliance with the delivery schedule or the delivery deadline. The supplier bears the risk of the accidental loss and the accidental deterioration up until the transfer of the objects of delivery at the destination.

3.3. The buyer is entitled to decline to accept goods delivered before the agreed delivery date or return or store these via a third party at the risk and cost of the supplier.

3.4. The objects of delivery must be packaged and shipped appropriately. Every delivery must include delivery notes and packing slips. The order number and the buyer's required order identification must be included in all of the documentation. All consequences arising from the lack of this information are borne by the supplier.

3.5. The supplier bears the costs for the return transport and the recycling and disposal of packaging.

4. Delays in delivery and default in acceptance

4.1. If the supplier defaults on delivery then the buyer is entitled to demand a contractual penalty of 0.5% of the order value per week commenced to a maximum of 5% of the order value. The buyer can demand the contractual penalty at any time also without the proviso of a claim. The supplier retains the right to prove that the buyer has not suffered any or significantly less damage as a result of the default.

4.2. The contractual penalty will be set-off against a claim for damages by the buyer due to default in delivery. The assertion of any further claims for damages remains unaffected.

4.3. Force majeure, industrial disputes, unrest, official measures and other unforeseeable, unavoidable and serious events release the buyer and the supplier from their performance obligations for the period of disturbance and the scope of the performance obligations. This also applies when these events occur at a time in which the affected contractual partner is in default. The contractual parties are obliged to immediately provide the required information and adjust their obligations to the changed circumstances within a reasonable scope and in good faith. This applies, in particular, when the objects of delivery are no longer usable by the buyer due to the delay, taking into account the economic considerations.

5. Quality and acceptance

5.1. The supplier ensures that the objects of delivery comply with the legal regulations and the state-of-the-art and possess the agreed characteristics with regard to their quality, in particular, with regard to their function, working speed and precision.

5.2. The buyer must examine the delivery for any identifiable external defects and inform the supplier thereof within an appropriate period of time. The examination is carried out on a random sample basis and with the usual methods employed by the buyer. The obligation to examine the delivery is waived in the case of unchanged resale of the objects of delivery.

5.3. The notification on the part of the buyer is considered to have been provided in due time if it is received by the supplier within a period of two weeks beginning with the receipt of the delivery. In the case of concealed defects, which cannot be identified by the first examination, this period begins at the point at which the supplier is ultimately determined to be responsible for the defect.

5.4. The buyer must inform the supplier of the defect on the grounds thereof. This does not require a precise specification of the type of defect or the scope of the goods affected.

5.5. The buyer may not refuse receipt of the objects of delivery due to insignificant defects.

6. Compliance

6.1. The supplier shall comply with all national, European, and international laws, regulations, and directives, including all current annexes and amendments, for all deliveries. All documents and information required to prove compliance with these regulations must be provided to the buyer upon request.

6.2. The supplier shall comply with the Material Compliance Standard of the buyer in its version of 27 March 2026. The Material Compliance Standard is published on the buyer's website under General terms and conditions.

6.3. The supplier shall comply with all applicable export control regulations. The supplier shall also provide the buyer with all information required to comply with international trade regulations in the event of export by the buyer. The purchased goods and services must comply with national and international foreign trade and customs regulations, including any embargoes, sanctions, or directives.

6.4. The supplier shall comply with all applicable legal requirements regarding the procurement and use of raw materials from conflict and high-risk areas. The supplier shall take appropriate measures to avoid the use of tin, tantalum, tungsten, or gold (referred to as conflict minerals) from conflict and high-risk areas and non-compliant or sanctioned smelters in the goods delivered to the buyer. Upon request, the supplier shall provide the buyer with its current Conflict Minerals Reporting Template (CMRT) or otherwise report on the origin of the conflict minerals used in the goods.

6.5. The supplier shall comply with the buyer's Code of Conduct (version of 2008) published on the buyer's website under General terms and conditions. In the event of non-compliance, the buyer is entitled to terminate the supply relationship to the exclusion of claims for damages. The supplier shall provide the buyer with suitable evidence of compliance with the Code of Conduct upon request.

6.6. The supplier shall comply with Information Security Terms and Conditions for Suppliers (version of April 2026) published on the buyer's website under General terms and conditions.

7. Invoice and terms of payment

7.1. The price specified in the order is binding and applies in addition to the legal value-added tax to be paid. The agreed prices are free to the location specified in the order including freight, packaging and other ancillary costs. The deliveries must be insured against transport damage and the costs borne by the supplier.

7.2. The invoice must contain the order number and the identification requested in the order along with all other legally required information. The supplier bears the costs of all consequences resulting from a lack of this information, in particular, the supplier is not authorised to claim payment from the buyer.

7.3. The payment is made by the buyer within 14 days less a 3% discount or within 30 days without discount.

7.4. The payment and discount periods begin with the receipt of a corrected invoice by the buyer, yet not before receipt of the goods and, provided that documentation or similar documents are included in the scope of delivery, before their contractual stipulated provision to the buyer.

7.5. Payment is made subject to correct delivery and correct pricing and calculations. If a defect subject or warranty is identified, the buyer is entitled to withhold payment until the warranty obligation has been fulfilled.

7.6. Any set-off or retention rights are due to the buyer towards the supplier in the statutory scope.

8. Set-off and assignment to the supplier

8.1. The supplier is only entitled to set off any claims recognised in writing or legally established.

8.2. The supplier is not entitled to assign its claims to the buyer without the buyer's written permission or have these claims collected by third parties; this does not apply to the

effective agreement of an extended period of reservation of title by the supplier. The provision § 354a of the German Commercial Code (HGB) remains unaffected.

9. Liability for material faults

9.1. The delivery must be made free of material faults and must comply with the contractually agreed characteristics, in particular the agreed quantity, quality and suitability for use as well as the technical regulations and the legal regulations.

9.2. The buyer is entitled to the statutory warranty claims without restriction. In all cases, the buyer is entitled, at its discretion, to demand rectification of the defect by the supplier or delivery of a new item. If the supplier fails to fulfil the buyer's demands for rectification without justifiable reason, the buyer is entitled to withdraw from the contract without setting any further deadlines and send the goods back with the costs and risk borne by the supplier. The supplier bears all of the necessary costs for the purpose of the rectification including the costs of the dis- and reassembling of the defective goods. If the goods are repeatedly delivered and defective condition, the buyer is entitled to withdraw from the contract for the defective scope after providing written notification of repeated defective performance.

9.3. The right to claim damages, particularly for damages instead of performance of the service is expressly reserved.

9.4. The buyer's statutory rights of recourse toward the supplier within a delivery chain also apply if the objects of delivery at the end of the delivery chain are not delivered to a consumer but rather to an enterprise.

9.5. In the event of a culpable violation exceeding the delivery of defective goods, in particular the violation of an obligation to inform, advise or examine, the buyer can demand reimbursement of the resulting consequential damage emanating from the fault and of the consequential damage for which the buyer has reimbursed its customers under law as defined in Section 11. Consequential damage is damage to legally protected interests other than the goods, which the buyer has suffered itself as a result of the delivery of defective goods.

9.6. The warranty period is 24 months, beginning with the respective statutory limitation period. The warranty period for re-work and replacement deliveries is one year as of the fulfilment of the warranty obligation. However, this period does not end before the expiry of the originally valid warranty period. Provided that and to the extent that the object of delivery cannot be used by the buyer as stipulated by the contract due to rectification actions by the supplier, the warranty period is extended by the duration of this interruption.

9.7. The buyer will provide the supplier with the parts to be replaced at the cost of the supplier without delay.

9.8. Claims on the part of the buyer arising from the Product Liability Act, tort claims and actions performed without due authority remain unrestricted. Quality and durability guarantees must be explicitly and separately identified as such in writing.

9.9. The supplier must inform the buyer of safety-relevant defects subsequently identified as a result of product observations even after the expiry of the warranty period.

10. Liability of the buyer

The buyer is released from any liability toward the supplier, unless the buyer is culpable of intent or gross negligence or a case of mandatory liability occurs, in particular injury to the life, limb or health or a breach of major contractual obligations. In the event of a breach of major contractual obligations, the buyer's liability is, however, restricted to the typically foreseeable damages.

11. Product liability

11.1. The supplier releases the buyer from claims for damages from third parties and fines imposed by regulatory bodies upon first written request, provided that the supplier is responsible for a product fault or the violation of legal or official safety regulations. Furthermore, the buyer is entitled to claim compensation for all expenses incurred, in particular, in connection with recall campaigns arising for this reason. The buyer will inform the supplier about the type and scope of recall campaigns in advance, provided that this is possible and reasonable. The buyer reserves the right to further claims.

11.2. The same also applies provided that product faults originate from services from subsuppliers and subcontractors of the supplier.

11.3. The supplier is obliged to maintain adequate insurance against product liability (coverage of at least €2,500,000 per case) and provide the buyer with proof thereof at any time upon request, in particular by written confirmation of the supplier's insurer.

12. Retention of title and provisions

12.1. Retention of title by the supplier exceeding the simple retention of title is not accepted. Regardless of a retention of title by the supplier, the buyer is entitled to use the goods at all times without restriction, process them in its own name or sell these and transfer ownership of the objects of delivery to third parties even if the use by the buyer results in the loss of retention of title as a consequence.

12.2. Insofar as items provided by the buyer are processed or remodeled by the supplier into a new movable item, the buyer shall be deemed to be the manufacturer. In the event of a connection or inseparable mixing with other objects, the buyer shall acquire co-ownership of the new objects in proportion to the value which the objects had at the time of connection or mixing. If connection or mixing takes place in such a way that the supplier’s items can be regarded as the main item, it is agreed that the supplier shall proportionally transfer co-ownership; the supplier will maintain the co-ownership for the buyer.

13. Withdrawal from the contract

13.1. The buyer can withdraw partially or completely from the contract without replacement if the supplier applies to commence bankruptcy proceedings or the supplier fails to fulfil important obligations toward the buyer or third parties without stating a justified reason. The buyer is also entitled to withdraw from the contract if individual enforcement actions must be carried out towards the supplier.

13.2. The buyer's statutory rights of control remain unaffected.

14. Confidentiality

14.1. The buyer and the supplier are obliged to treat all non-public commercial and technical details of which they become aware through the business relationship as business secrets.

14.2. Drawings, drafts, samples, manufacturing instructions, facilities and other objects, which the buyer has made available to the supplier in order to submit an offer or carry out a delivery, remain the property of the buyer. They may only be used for the purposes of the corresponding contract between the supplier and the buyer and not for any other purposes of the supplier, in particular there may not be transferred to third parties or otherwise made accessible. The duplication of such objects is only permissible within the scope of the operational requirements and the copyright regulations.

14.3. Sub-suppliers must be placed under a similar obligation.

14.4. The contract partners may only advertise their business relationship after prior written approval.

14.5. These provisions also remain valid after the end of the contract. The supplier's employees must be placed under a similar obligation for the duration of their employment.

15. Property rights of third parties

15.1. The supplier ensures that no third-party rights are violated in connection with the order.

15.2. In the events of claims toward the buyer by third parties, the supplier must indemnify the supplier for all such claims upon initial written request. The obligation for indemnification also refers to all expenditures which arises for the buyer from or in connection with the claim.

16. Place of performance, payment and fulfilment

Verl, Germany, is the place of performance, payment and fulfilment for all obligations resulting from the buyer's legal relationship with the supplier. This provision also applies if the supplier provides services for the buyer at another location or the rescission of services provided takes place at another location. Agreements regarding assumption of costs do not change this provision.

17. Place of jurisdiction and applicable laws

17.1. Verl, Germany, is the sole place of jurisdiction for all contractual and non-contractual disputes arising from or in connection with these Conditions of Purchase. However, the buyer is entitled to bring action before the court at the supplier's place of business or any other courts responsible by law.

17.2. The law of the Federal Republic of Germany applies exclusively for the conclusion of the delivery transactions and for all contractual rights and obligations on the part of the buyer and the supplier from the delivery transactions and including all pre-contractual and other ancillary obligations and also for the interpretation thereof. The application of the United Nations Convention on the International Sale of Goods dated 11 April 1980 (Vienna Sales Convention) is excluded.

18. Data protection

The data about the supplier obtained in connection with the business relationship is processed by the buyer in compliance with the data protection and privacy legislation.

19. Severability clause

If individual provisions of these Conditions of Purchase are all become invalid, the validity of the remaining provisions remains unaffected. In no case is the effective provision in the General Conditions of Purchase replaced by the Terms and Conditions of the supplier. The parties are obliged to replace the invalid provision with a legally valid statement that most closely reflects the economic scope and purpose of the invalid provision.