



IFA Technology GmbH
Jurastraße 10
86641 Rain/Lech
Germany

Declaration of commitment for suppliers

1. Preamble

IFA Technology GmbH (hereinafter referred to as “IFA”) is a company that has established a worldwide reputation in the fields of weighing, mixing, conveying, and dosing of liquids and solids of all kinds. It offers “customized plant engineering” tailored to the needs of its customers.

As part of the supplier qualification process, we would like to ensure that you are willing to comply with our current [general terms and conditions of purchase](#) and our **extended requirements for suppliers under point 2**. This has the advantage for suppliers of being preferred for inquiries or orders.

2. General requirements for suppliers

The supplier confirms his **acceptance of the** [general IFA purchasing conditions](#).

Suppliers must state the **transaction number of the orders** and inquiries in the subject line of all e-mails.

Technical queries regarding inquiries and orders are to be addressed directly to the project manager, who is indicated on the documents; for e-mails, the address Einkauf@ifa-technology.de is to be put in Cc.

Invoices from the supplier are to be sent exclusively to: Faktura@ifa-technology.de. Goods and customs tariff numbers as well as the country of origin are already indicated on the offers, but at the latest on the delivery note upon delivery.

The **documentation** is part of the scope of delivery and belongs to the ordered product or service. In the event of missing documentation, the supplier accepts the temporary withholding of payments.

- The supplier does not submit offers with transport insurance unless this is explicitly requested by IFA
- The supplier generally ships goods without transport insurance unless this is explicitly listed by IFA as an item in the order
- From a net order value of €30,000, we expect a warranty extension of 24 months from delivery or 36 months from commissioning
- IFA will only make advance payments against an advance payment guarantee
- Offers to IFA are always to be issued inclusive of delivery and packaging
- The delivery times stated in offers are binding. The intentional misrepresentation of shorter delivery times can lead to a supplier block.

3. Requirements for spare parts

The supplier shall ensure that spare parts for the components purchased are available at short notice at least until the end of the agreed warranty period and can be obtained at the same conditions as for the main order. Upon request, a list of spare parts with all necessary information such as article number, designation, manufacturer, price and delivery time shall be provided at the latest with the delivery. For larger components, an exploded view should be provided if possible, showing all the items of the spare parts.

4. Requirements for wear parts

The scope of the order also includes a list of wear parts with the same structure as the spare parts list mentioned in point 3. Both lists (Excel format) can be combined into one list using different labels.

5. Requirements for general provisions regarding the scope of delivery

The supplier is obliged, without additional remuneration, to accept in advance all work, measures and expenses that are necessary for the proper, technically and qualitatively flawless, as well as complete and correct production and for the intended usability of the components and equipment to be supplied by him, even if these are described or mentioned in the written order, in sketches or in other documents, even if these are only partially, inaccurately or not at all described or mentioned in detail.

The supplier is responsible for the completeness of his scope of delivery. For example, the appropriate fastening parts, protective devices and devices for environmental protection for the components and equipment are included in the supplier's scope of delivery.

6. Requirements for contract prices

The terms of delivery are in accordance with the valid INCOTERMS for deliveries within the Federal Republic of Germany DAP (Delivered At Place) and from outside the Federal Republic of Germany DDP (Delivered Duty Paid).

7. Requirements for payment terms

7.1 General provisions

Invoices must be submitted to IFA for each individual delivery. Under no circumstances may they be attached to the goods, except for goods in bond. In the case of goods in bond, one original invoice must be enclosed with the goods and the accompanying documents. The IFA order number must be stated on the invoice and all information on the invoice must be itemized according to the IFA order, otherwise they will be returned to the supplier unbooked.

IFA also makes payment of the supplier's invoices dependent on the complete and timely provision of all documents necessary for maintenance and spare parts procurement, as well as on the timely delivery of the documentation.

IFA's right to complain about defects is not affected by IFA's payments.

7.2 Standard payment rates for orders over €50,000

Unless other payment terms are agreed in individual cases, IFA's payments will be made according to the following payment schedule:

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|------|---|
| 10 % | deposit after receipt of the unconditional order confirmation, against provision of a down payment guarantee valid until delivery of the components. |
| 65 % | of the total contract value will be paid after delivery or, if agreed, after notification of readiness for dispatch. |
| 10 % | after successful commissioning of the entire plant |
| 15 % | of the total contract value after the warranty period has expired, redeemable with the 3rd installment against the provision of an unlimited bank guarantee that runs until the end of the warranty period. |

All guarantees are directly enforceable guarantees from renowned banks at no cost to IFA. The bank guarantee will be returned at the written request of the supplier after the warranty period has expired.

8. Requirements for deadlines

The agreed deadlines for the documentation and delivery of the components and equipment, as well as all other deliveries, can be found in the individual contracts / orders.

Delivery is considered to have been made on time if the delivery items are available at the agreed delivery address on the agreed delivery date and are of the agreed quality.

At the special request of IFA, the supplier must provide a schedule showing the planned dates for the individual production stages.

If the supplier is late with a delivery, IFA may – after setting a reasonable deadline for subsequent delivery – withdraw from the contract and claim damages for non-performance with regard to all parts not yet delivered that cannot be used in an appropriate manner. Payments already received shall be repaid with interest at a rate of 5 percentage points above the respective ECB money market rate.

As soon as the supplier becomes aware that a delay in the schedule will occur, IFA shall be informed immediately in writing.

9. Requirements in the event of increases

If the supplier recognizes that increases may occur (e.g. due to subsequent functional or constructive changes by IFA), the supplier is obliged to submit a written change offer to IFA immediately before providing the additional service. Without a prior written order by IFA, there is no claim for compensation for additional services.

10. Requirements in the event of postponements due to force majeure

In the event of force majeure (e.g. natural disasters and natural phenomena, strikes, lockouts, armed conflicts, political unrest, embargoes, etc.), the parties shall be released from the performance of their contractual obligations for the duration of such event, insofar as the performance of such obligations is directly excluded or impaired by the event.

Events of force majeure can only be invoked against the other party on condition that both the beginning and the end of the event are communicated in writing to the other party without delay, but no later than within three days, after becoming aware of them, and proven.

Should an event of force majeure last longer than six months or lead to the permanent impossibility of delivery on the part of the supplier, IFA shall be entitled to withdraw from the contract in whole or in part or to terminate it extraordinarily with effect for the future. In this case, the supplier's deliveries shall be remunerated in accordance with this contract. Any further claims, in particular for compensation or damages, are excluded.

11. Requirements regarding patent protection / third-party rights

The supplier is liable for ensuring that the rights of third parties, in particular patents, utility models and registered designs, copyrights, are not violated during the execution of the order and as a result of the delivery and contractual use of the delivery item.

If a third party asserts such an infringement against IFA, the supplier shall, at its own expense, take all necessary measures to enable IFA to legally use the delivery items (e.g. obtain a license or modify the delivery item without impairment of performance so that the infringement no longer applies), indemnify IFA against all third-party claims and fully reimburse IFA for all costs and expenses incurred by IFA in this connection.

12. Requirements for technical documentation

The supplier is obliged to provide the technical documentation in full within the respective deadlines as specified in the contract or the associated appendices to the contract and in accordance with the EC Machinery Directive. The documents must define the spare parts clearly and comprehensively. At the request of IFA, the supplier must name the manufacturer of supplied parts. The documents must be comprehensible and contain any necessary sectional or exploded views, as well as a clear and comprehensive definition of the spare parts. If cataloged documents are used, all superfluous text and images that are not necessary for clarifying the function of the respective parts must be removed or struck through. The technical documentation must also include a complete list of wear parts. Both the spare parts list and the wear parts list must be provided as Excel files.

The supplier shall not have fulfilled its delivery obligation until the technical documentation is complete and in proper form. Until such time, IFA may refuse to make any advance or final payments.

13. Requirements for inspections

The end customer and IFA have the right – without prejudice to a later final acceptance of the contractual object – to inspect and test the quality of the materials used and the parts manufactured during and after production, including by a third party. IFA will arrange the date of this inspection with the supplier in advance.

The supplier is obliged to test the manufactured components and equipment in accordance with the technical conditions of this contract, the agreed quality guidelines and the applicable legal provisions and – as far as possible – to subject them to a trial operation. IFA and the end customer have the right to participate in these tests. For this purpose, the supplier shall notify IFA 14 days in advance of the start of the tests.

If during testing the contractual object or parts thereof prove to be defective or non-conforming, the supplier shall remedy the defect at his expense (including all transport costs) and produce the contractual condition without delay. At the request of the end customer or IFA, the test shall be repeated.

The Supplier shall bear all costs of the tests carried out at his works, but not the expenses of the end customer / IFA for his personnel (including travel expenses).

The tests shall not be deemed acceptance of the components and equipment and shall not affect the Supplier's warranty obligations in any way, regardless of the presence of the IFA or end customer at these tests.

The sole responsibility of the supplier and his warranty and liability obligations are not limited or waived, even if IFA may assist in interpreting the design and determining the materials and their processing.

The supplier shall submit a works certificate to the IFA regarding the inspections and tests it has carried out, confirming that the components and equipment meet the specifications and the agreed technical conditions have been adhered to. This shall be done without undue delay and no later than when readiness for dispatch is announced.

Containers, apparatus and piping that work under pressure must be tested and inspected by the responsible control body at the place of manufacture at the supplier's expense and tested and inspected by the European control body at the supplier's expense and must comply with European and/or German or other contractually agreed regulations. Certificates from these bodies must be submitted to IFA immediately and become part of the technical documentation.

IFA intends to inspect the delivery items at the supplier's production facilities before delivery. The supplier will therefore inform IFA accordingly approximately 14 days before readiness for dispatch. An inspection/inspection carried out by IFA does not affect any subsequent assertion of defects of any kind and of warranty claims by IFA.

IFA reserves the right to participate in this inspection. If IFA decides not to participate in this inspection, the supplier must send the corresponding inspection report to the contact person in IFA's purchasing department when the goods are delivered. IFA will make payment dependent on this.

14. Requirements for liability for defects/limitation

The supplier warrants that the delivery items meet the agreed specifications, are free of defects, and are suitable for the agreed purpose. They must also comply with the provisions of this contract and the legal and official regulations in force in the country of manufacture and the country of destination.

In the event of faults or defects in the delivery items that occur during the assembly and commissioning phase or during the warranty period, the supplier is obliged to rectify these immediately, at its own expense, by means of repair or subsequent delivery.

If the supplier does not immediately begin to rectify the defect at the request of IFA (e.g. by sending suitable personnel to the construction site), or if the rectification of defects is delayed for reasons for which the supplier is responsible, or to avoid disproportionate damage, as well as in the case of safety-related defects or imminent danger, IFA shall be entitled to rectify the defects itself or have them rectified by third parties at the supplier's expense, without the need to set a prior grace period.

IFA will notify the supplier of errors and defects in the delivery items as soon as they are detected in the ordinary course of business during partial or final acceptance, within a reasonable period of at least 15 working days after detection.

In this respect, the supplier waives the objection of delayed notification of defects (Section 377 of the German Commercial Code (HGB)). IFA is not obliged to check the identity and quantity of the delivery items beyond the accompanying documents.

Unless the statutory provisions provide for longer periods, the warranty for material defects is 24 months from the written final acceptance/commissioning of the entire plant, but no longer than 30 months after delivery/notification of readiness for dispatch.

The warranty does not cover parts subject to wear.

IFA's claims for defects shall become time-barred no earlier than 6 months after a corresponding notice of defect, but in no case before the end of the respective warranty period.

In all other respects, the supplier shall be liable for defects in the delivery in accordance with the statutory provisions and shall indemnify IFA against claims by third parties in this respect.

IFA is entitled to demand a temporary suspension and/or temporary acceleration of individual deliveries or the entire delivery within the framework of the overall schedule in the interest of the overall disposition of the project. Should this have a significant impact on costs, the price will be adjusted appropriately in consultation between IFA and the supplier. The resulting new deadlines are binding for the supplier and IFA.

IFA also has the option to terminate the contract at any time, in particular if the contract between the end customer and IFA ends prematurely, deadlines are significantly postponed or the supplier files for bankruptcy or similar proceedings. The supplier retains the right to claim payment of the pro-rata compensation for deliveries and services already provided or verified. IFA is entitled to the corresponding counter-values. Further claims of the supplier are excluded.

In addition to the cases regulated by law, IFA has the right to withdraw from this contract in whole or in part if the supplier violates essential contractual obligations and does not immediately remedy the breach upon receiving a warning. In this case, payments already received are to be repaid with interest at a rate of 5 percentage points above the respective ECB money market rate. Further claims of the supplier remain unaffected.

Without written consent of IFA, the supplier is not entitled to subcontract the order placed by IFA in whole or in part to third parties. Such consent does not release the supplier from the obligation to thoroughly select its subcontractors with regard to quality and reliability and to monitor the proper fulfillment of the order. The supplier is liable for subcontractors and suppliers as for vicarious agents.

15. Liability/insurance requirements

Regardless of the legal basis, the supplier shall be liable for all personal injury, property damage and financial losses caused by the supplier or the supplier's agents in the course of the supplier's deliveries and services in accordance with the provisions of this contract and applicable law.

To cover any liability claims, the supplier is obliged to take out liability insurance with a flat-rate sum insured of at least €10.0 million per claim for personal injury, property damage and financial loss.

The supplier shall provide IFA with proof of adequate insurance cover in the form of an insurance certificate when the contract is concluded and at any time at IFA's request. The type and scope of the insurance cover shall not affect the supplier's liability.

The supplier shall be obliged to indemnify IFA against all third-party claims asserted against IFA by third parties in connection with breaches of the supplier's contractual or legal obligations.

16. Requirements for remuneration under the Minimum Wage Act

The contractor assures IFA that he will fulfill his obligations to pay minimum wages to the employees he employs, as well as to make contributions to joint institutions of the collective agreement parties in accordance with the Minimum Wage Act (MiLoG) and the Employee Secondment Act (AentG).

The contractor shall indemnify IFA against all claims that employees of the contractor or employees of subcontractors or lenders or joint institutions of the collective agreement parties assert against the client in accordance with § 13 MiLoG or § 14 AentG. Agreements according to paragraph 2 (subcontracting) between the contractor and its subcontractors/lenders must also contain a corresponding declaration of exemption in favor of IFA.

17. Governing law/Place of jurisdiction

This contract shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and other agreements serving to standardize international sales.

The place of jurisdiction for all obligations and disputes arising from the contractual relationship is D-86641 Rain.

Should IFA be held liable in arbitration proceedings under the International Arbitration Rules of the Swiss Chambers of Commerce or the International Chamber of Commerce in Paris (ICC) by the end customer or by third parties on the grounds that the delivery item or the services provided by the supplier under this contract have caused damage or are defective, IFA may, at its discretion, also assert claims for indemnification and/or recourse against the supplier within the framework of these arbitration proceedings or before these arbitration tribunals. In this case, the supplier hereby waives the objection of the court not having jurisdiction. The supplier and IFA shall recognize the respective arbitral tribunal as the court of competent jurisdiction and the arbitral tribunal's judgment as binding.



18. Legal Validity

Amendments and supplements to this contract, including a waiver of this written form requirement, must be made in writing to be effective.

Should any present and future provisions of this contract be or become invalid or unenforceable in whole or in part, or should they later lose their legal validity or enforceability, this shall not affect the validity of the remaining provisions of this contract. In this case, each contractual partner has the right to demand the agreement of a legally effective, enforceable provision that comes as close as possible to the purpose of the ineffective or unenforceable provision. Verbal agreements require written confirmation by the contractual partners to become part of this contract.

Supplier declaration

To obtain preference, please send us a supplier declaration in accordance with Implementing Regulation (EU) 2015/2447 together with the signed supply contract. For deliveries made by IFA to a non-European country, a certificate of origin certified by the Chamber of Industry and Commerce may also be required. IFA will notify the supplier of this in individual cases.

Date/Signature

By signing these order conditions, the supplier recognizes them as binding.

Place, Date

Contractor
