

General Terms and Conditions of Purchase

Terms of Purchase

Version 1.1 | 28 September 2026

For purchase orders issued by pbs GmbH to business suppliers (B2B).

1. Scope and order of precedence

- 1.1** These General Terms and Conditions of Purchase (Terms of Purchase) apply to all purchase orders and procurement contracts of pbs GmbH with business suppliers.
- 1.2** Conflicting, deviating or supplementary terms of the supplier apply only if pbs has expressly agreed to their application in text form. Acceptance of delivery, performance or invoice without reservation does not constitute acceptance of the supplier's terms.
- 1.3** Individual agreements and the pbs purchase order, including expressly incorporated drawings and specifications, take precedence over these Terms of Purchase.

2. Purchase orders, order confirmations and changes

- 2.1** Purchase orders issued by pbs are binding unless expressly designated as requests for quotation. The supplier shall clearly identify any deviations in its order confirmation; such deviations become effective only if expressly accepted by pbs.
- 2.2** If the supplier identifies errors, contradictions, omissions or technical risks in drawings, specifications or other pbs requirements, it shall inform pbs without undue delay before execution.
- 2.3** Changes to material, design, manufacturing process, production site or material sub-suppliers which may affect quality, function, safety, interchangeability or agreed approvals require pbs prior consent.
- 2.4** Subcontracting material parts of the performance requires pbs prior consent where such requirement is reasonable in view of the nature and significance of the performance.

3. Prices and payment

- 3.1** Agreed prices are fixed prices and include all ancillary services necessary for contractual delivery unless otherwise agreed.
- 3.2** Additional costs may only be charged if pbs approved them before they were incurred.
- 3.3** Payment periods start only upon complete contractual delivery/performance and receipt of a verifiable invoice.
- 3.4** Payments do not constitute acknowledgement of conformity nor waiver of defect or other claims.

4. Delivery dates and delay

- 4.1** Agreed delivery dates and periods are binding. Timeliness is determined by complete receipt of the conforming performance at the agreed delivery location.
- 4.2** As soon as it becomes apparent that a delivery date cannot be met, the supplier shall inform pbs without undue delay in writing or text form of the cause, expected duration and planned countermeasures. Such information does not release the supplier from its contractual obligations.
- 4.3** In the event of delay, pbs has the statutory rights and remedies.
- 4.4** Early deliveries and partial deliveries require pbs consent unless they can be accepted without disadvantage to pbs.

5. Packaging, shipment, delivery location and risk

- 5.1** The supplier shall package the goods properly for transport and storage and in compliance with agreed packaging and labelling requirements.
- 5.2** Unless otherwise agreed, the supplier bears the risk until conforming goods are handed over at the agreed delivery location.
- 5.3** Additional costs or damage caused by inadequate, unsuitable or non-conforming packaging shall be borne by the supplier subject to statutory law.

- 5.4 Delivery documents must state the purchase order number, item/position details, quantities and, where agreed, batch/serial numbers and required customs and origin information.

6. Quality, specifications and documentation

- 6.1 The delivery must comply with agreed drawings, specifications, samples, materials, tolerances, quality requirements, statutory requirements and the agreed intended use.
- 6.2 The supplier shall comply with recognised rules of technology and all statutory and regulatory requirements applicable to its product.
- 6.3 Where agreed or required for contractual use, test certificates, material certificates, conformity documentation, safety data, origin/preference documents and operating/maintenance documents shall be supplied.
- 6.4 For series or repeat parts, the supplier shall ensure consistent and traceable quality.

7. Audit and change management

- 7.1 Upon reasonable prior notice, pbs may review quality-relevant documents and agreed inspections at the supplier where this is necessary to protect legitimate interests and reasonable for the supplier.
- 7.2 Any inspection, release or acceptance by pbs does not relieve the supplier of responsibility for contractual conformity.
- 7.3 The supplier shall inform pbs without undue delay if, after delivery, it becomes aware of circumstances indicating a safety-, function- or series-relevant defect.

8. Incoming inspection and notice of defects

- 8.1 pbs inspects incoming goods in the ordinary course of business for identity, quantity, externally apparent transport damage and obvious defects. Otherwise the statutory inspection and notification obligations, in particular Section 377 HGB where applicable, remain applicable.
- 8.2 Hidden defects shall be notified without undue delay after discovery. Where, due to the nature of the goods, further inspection is reasonably possible only during processing, installation, commissioning or intended use, notification will be made after discovery in compliance with statutory requirements.
- 8.3 Payment or further processing alone does not constitute approval of a defect unless the statutory requirements for such approval are fulfilled.

9. Defect remedies and cure

- 9.1 In the event of defective delivery, pbs has the statutory defect rights.
- 9.2 pbs may, subject to statutory law, demand repair of the defect or delivery of conforming replacement goods. The supplier bears the costs of cure required by law.
- 9.3 The supplier shall commence cure without undue delay and complete it within a period reasonable in view of operational circumstances.
- 9.4 In urgent cases, in particular imminent production stoppage, danger to persons or property, binding customer delivery dates or where timely remedy by the supplier cannot objectively be expected, pbs may, after informing the supplier and subject to statutory requirements, remedy the defect itself or through third parties and claim reimbursement of the necessary expenses.
- 9.5 Cure does not affect further statutory claims for damage already incurred.
- 9.6 Where defective goods have already been processed, installed or delivered to customers, removal, installation, inspection, sorting, transport and other necessary costs are governed by statutory law.

10. Series and repeat defects

- 10.1 In the event of recurring or systematic defects, the supplier shall, upon request by pbs, provide without undue delay a structured root-cause analysis and sustainable corrective measures.
- 10.2 pbs may in particular request an 8D report or comparable documented problem-solving process.
- 10.3 The supplier shall inform pbs without undue delay if additional deliveries, batches or series may be affected by the same root cause and shall initiate appropriate containment measures.

11. Product safety, recalls and indemnification

- 11.1 The supplier shall ensure that its products comply with applicable product safety requirements.
- 11.2 If the supplier identifies a safety risk or potentially recall-relevant defect after delivery, it shall inform pbs without undue delay and provide all information necessary for assessment.
- 11.3 To the extent a product defect attributable to the supplier leads to justified third-party claims, official action, recalls, field actions or other necessary measures, the supplier shall indemnify pbs within the limits permitted by law against such claims and necessary expenses.
- 11.4 The supplier shall maintain business and product liability insurance appropriate to its product and loss risk and provide evidence upon legitimate request.

12. Supplier liability

- 12.1 **The supplier is liable in accordance with statutory law unless otherwise validly agreed in the purchase order.**
- 12.2 Limitations of liability of the supplier become part of the contract only if pbs has expressly agreed to them.

13. Third-party intellectual property rights

- 13.1 The supplier warrants that contractual use of its delivery does not infringe third-party intellectual property rights unless the infringement results exclusively from binding specifications supplied by pbs.
- 13.2 The supplier shall indemnify pbs, to the extent permitted by law, against justified third-party claims arising from intellectual property infringement insofar as the supplier is responsible for the infringement.

14. Tools, fixtures, drawings and customer property

- 14.1 Drawings, models, samples, data, tools, fixtures and other items supplied by pbs remain pbs property and may be used solely to perform the purchase order.
- 14.2 Tools and fixtures fully paid for by pbs shall, to the extent legally possible, become pbs property upon manufacture. They shall be separately identified, carefully stored and used only for pbs orders.
- 14.3 Items owned by pbs shall be returned upon request unless legitimate rights of retention apply.

15. Confidentiality and data

- 15.1 The supplier shall treat all non-public technical, commercial and organisational information of pbs as confidential and use it exclusively for contract performance.
- 15.2 Disclosure to subcontractors is permitted only insofar as necessary for contract performance and provided that the subcontractor is bound by at least equivalent confidentiality obligations.
- 15.3 Personal data shall be processed in accordance with applicable data protection law.

16. Compliance, export control and origin

- 16.1 The supplier shall comply with all laws applicable to its performance, in particular export control, sanctions, customs, employment, environmental and product safety requirements.
- 16.2 Upon request, the supplier shall provide pbs with information and evidence required for export, customs, origin, preference or regulatory assessment.
- 16.3 The supplier shall inform pbs without undue delay of circumstances that may impair lawful delivery or onward use of the products.

17. Assignment and retention of title

- 17.1 Assignment of claims against pbs requires prior consent to the extent such restriction is legally permissible; Section 354a HGB remains unaffected.
- 17.2 **A simple retention of title by the supplier until payment of the respective delivery remains unaffected. Any extended or expanded retention of title applies only if expressly accepted by pbs.**

18. Governing law and jurisdiction

- 18.1 All legal relationships between pbs and the supplier are governed by the laws of the Federal Republic of Germany, excluding its conflict-of-laws rules.

18.2 The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

18.3 If the supplier is a merchant, legal entity under public law or special fund under public law, the courts of Stuttgart, Germany shall - to the extent legally permissible - have exclusive jurisdiction. pbs remains entitled to sue the supplier at the supplier's general place of jurisdiction.

19. Final provisions

19.1 If any provision of these Terms of Purchase is or becomes wholly or partly invalid or unenforceable, the validity of the remaining provisions shall not be affected. Statutory provisions shall apply in place of the invalid or unenforceable provision.

19.2 Amendments and supplements should be documented in text form for evidentiary purposes. Individual agreements remain unaffected.

19.3 If these Terms are additionally provided in another language, the German-language version shall prevail in the event of any discrepancy or difference in interpretation.

Note: This version is designed for B2B use. Before company-wide first use, it should be reviewed once by German counsel experienced in commercial and distribution law against pbs actual procurement and supplier practice.