

General Terms and Conditions of Purchase ("GTCP")

Stand: 01.01.2026

1. Scope and General Provisions

These General Terms and Conditions of Purchase ("GTCP") apply to all purchase orders, call-offs, and contracts issued by BIG and its affiliated companies within the meaning of Sections 15 et seq. of the German Stock Corporation Act ("AktG") towards suppliers and service providers ("Contractors"). Deviating, conflicting, or supplementary terms and conditions of the Contractor shall not become part of the contract unless BIG expressly agrees to their validity in writing. The unconditional acceptance of order confirmations, deliveries, or services shall not constitute such consent.

Purchase orders/contracts are only binding if issued or confirmed in writing (including text form, electronic ordering portals/EDI). These GTCP also apply to all future business with the Contractor.

2. Contract Documents, Order of Precedence, Amendments

The following documents apply in the order listed:

- (a) individual agreements,
- (b) purchase order including specification/performance description,
- (c) these GTCP,
- (d) any specifications, drawings, standards,
- (e) statutory provisions.

Amendments or supplements require written form. No verbal side agreements exist.

3. Transport, Packaging and Transfer of Risk

Unless expressly agreed otherwise, the Contractor shall deliver DDP place of performance (Incoterms® 2020). All transport costs, including packaging, insurance, and incidental expenses, shall be borne by the Contractor. All shipping documents, correspondence, and invoices must state BIG's purchase order and article numbers.

Risk transfers to BIG only upon acceptance at incoming goods inspection.

Packaging must be recyclable and comply with applicable legal requirements (e.g., the German Packaging Act "VerpackG"). Reusable and CO₂-reduced packaging options are to be preferred.

4. Delivery Deadlines and Dates, Delay, Contractual Penalty

The delivery deadlines/dates stated in the purchase order are binding and refer to arrival at the place of performance. Changes must be communicated without delay.

In the event of non-fault impediments, deadlines are extended appropriately; the Contractor shall inform BIG without culpable delay of the cause, expected duration, and mitigation measures.

In case of delay, BIG may—without setting a grace period—at its discretion demand delivery, withdraw from the contract, and/or claim a contractual penalty of 0.5% of the order value per commenced week of delay, up to a maximum of 5% of the order value. BIG reserves the right to assert further damages.

5. Prices, Invoices and Payment

Agreed prices are fixed maximum prices. Any price reductions occurring between order placement and payment shall benefit BIG.

Invoices must be issued immediately after shipment/performance and must state the purchase order and article numbers. VAT must be shown separately.

Payments are made subject to proper delivery and factual, qualitative, and arithmetic correctness. In the event of defects, BIG may withhold payment until warranty obligations are fully met.

6. Warranty, Acceptance and Quality Assurance

The warranty period is at least 24 months from transfer of risk.

In the event of defects, the Contractor shall, at BIG's discretion, provide free replacement, a price reduction, or free rectification. In urgent cases, BIG may remedy defects itself or through third parties, or procure replacement at the Contractor's expense—especially if the Contractor delays subsequent performance.

For replacements/repairs, the Contractor is liable to the same extent as for the original performance, including transport, travel, and labour costs. The warranty period for replacements restarts no earlier than the date the replacement goods arrive.

The Contractor shall maintain an appropriate quality management system (e.g., ISO 9001) and shall grant BIG audit and inspection rights upon prior notice.

7. Occupational Safety, Product Compliance and Sustainability

The Contractor ensures that delivered items/machines/systems comply with applicable German occupational safety laws and regulations and shall supply/install any missing safety equipment.

The Contractor shall supply only RoHS-compliant products. Furthermore, REACH, WEEE, Battery regulations, Conflict Minerals requirements, and all other relevant regulations must be observed.

Sustainability/ESG: The Contractor commits to environmentally and socially responsible sourcing (including due diligence obligations under the German Supply Chain Due Diligence Act "LkSG"), providing transparent CO₂ data upon request, and complying with the BIG Supplier Code of Conduct.

8. Information, Data, Tools and Property of BIG

Drawings, designs, samples, production specifications, internal data, tools, equipment, etc. provided by BIG remain BIG's property and may not be used for other purposes, duplicated, or made accessible to third parties. They must be stored with due care.

Special equipment, tools, moulds, and similar items as well as ordered goods may only be delivered to third parties with BIG's express consent—even if the Contractor procured the equipment at its own expense or if BIG refuses acceptance or refrains from further processing.

Any improvements arising in connection with the performance grant BIG a free, non-exclusive right of use, including associated intellectual property rights. The right of disposal regarding use/modification/destruction of order-related items lies exclusively with BIG.

9. Third-Party Intellectual Property Rights

The Contractor warrants that no third-party rights hinder the intended use of the goods/services. If BIG is held liable for alleged IP infringements (copyright, patent, trademark, or other rights), the Contractor shall indemnify BIG and assume all associated services/costs.

10. Data Protection and Information Security

Personal data must be processed in accordance with GDPR/BDSG; necessary data processing agreements will be concluded.

The Contractor shall implement adequate technical and organisational measures (e.g., ISO 27001 standards) to protect information and IT systems and shall report security incidents immediately.

11. Compliance, Integrity and Export Control

Anti-corruption, antitrust, and sanctions/export control regulations (EU/DE/US) apply. The Contractor shall not grant or accept unlawful benefits and shall provide export control/origin documentation upon request.

In case of violations, BIG may terminate the contract for cause and claim damages.

12. Force Majeure

Events of force majeure (e.g., natural disasters, epidemics, government actions, war, major cyberattacks) suspend performance obligations for the duration of the disruption. The affected party must notify the other party without delay and take reasonable mitigation measures.

13. Contract Duration, Termination of Continuing Obligations

For framework and call-off contracts, agreed terms and call-off rules apply. Material reasons (in particular serious compliance/quality violations or repeated delay) entitle BIG to immediate termination.

14. Severability Clause

If any provision of these GTCP is or becomes invalid, the validity of the remaining provisions remains unaffected.

15. Place of Jurisdiction, Governing Law, CISG Exclusion

The place of jurisdiction for all disputes—where legally permissible—is the competent court at BIG's registered office [Berlin]. BIG remains entitled to assert claims at the Contractor's general place of jurisdiction.

German law (BGB/HGB) applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).