

# General Terms and Conditions of Purchase of VEGA Grieshaber KG (VEGA)

## I. Area of application

VEGA develops and manufactures solutions for demanding measurement tasks in chemical and pharmaceutical plants, in the food industry, in drinking water supply, in sewage treatment plants and landfills, in mining and energy supply, on drilling rigs, ships and in aircraft, among other areas.

Unless otherwise expressly agreed in writing, exclusively the following terms and conditions apply to orders placed by VEGA. Deviating terms and conditions of the contractual partner apply only if expressly accepted by VEGA. Even if they are mentioned in the order acceptance, they shall not form part of the contract without express written recognition. The same shall apply if VEGA accepts or makes payments for products and services (hereinafter referred to as "delivery and service items") ordered in whole or in part. The execution of the order by the contractual partner shall be deemed as acceptance of the following terms and conditions, even without written confirmation. These terms and conditions shall also apply to all future transactions with the contractual partner.

## II. Offers

1. Offers are binding and must be submitted free of charge. The contractual partner shall be bound to his offer for at least 12 weeks.
2. Orders must be confirmed by the contractual partner without delay. If VEGA does not receive confirmation of the order within 14 days of the order date, VEGA shall be entitled to cancel the order. The contractual partner cannot derive any claims from such action.

## III. Prices

1. All prices are fixed prices unless a price adjustment clause or a price reservation has been expressly confirmed by VEGA. Prices higher than those confirmed by VEGA in the order may only be charged with VEGA's written consent.
2. If delivery date prices have been agreed, the price valid on the day of receipt of the material shall apply.
3. The prices are understood to include free delivery to our plant in Schiltach as well as packaging and freight costs (DAP Schiltach, Incoterms 2020). If anything different is agreed, VEGA will only pay the most reasonable freight costs. All costs incurred up to the handover to the carrier (including loading and cartage) shall be borne by the contractual partner. VEGA reserves the right to accept or reject excess or short deliveries.

## IV. Invoicing and payment

1. Invoices should not be enclosed with the shipment, but submitted after completed delivery and/or service, separately for each order, showing VAT and stating the order number and order date, to the email address [rechnung@vega.com](mailto:rechnung@vega.com)
2. Payments are made with the payment methods chosen by VEGA, within 14 days with a 3% discount, or within 30 days with no deductions, unless otherwise specified in the order. VEGA categorically refuses payment via cash on delivery.
3. A payment period generally begins on the day VEGA receives the invoice, but not before VEGA receives the delivery item or the service has been rendered.
4. Payments are always subject to correction should subsequent complaints arise. VEGA shall be entitled to a right of retention during the inspection of the delivery item and/or services for deficiencies, or in the event of uncertainties, e.g. regarding the assertion of a contractual penalty or outstanding claims arising from the contractual relationship.

## V. Assignment, offsetting

1. The contractual partner is not entitled to assign his claims against VEGA to third party or have them collected by a third party without VEGA's prior written consent, which may not be unreasonably withheld. If an extended retention of title has been agreed, VEGA's consent is deemed to have been granted. If the contractual partner assigns his monetary claim against VEGA to a third party without consent, contrary to point 1, the assignment shall nevertheless be effective. However, VEGA may, at its discretion, make payment to the contractual partner or the third party with discharging effect.
2. The contractual partner is only entitled to offset claims recognised by VEGA or legally established claims or to assert a right of retention on the basis of such claims.

## VI. Subject of delivery and service

1. The VEGA order alone shall determine the content, type, and scope of the delivery and service.
2. The drawings, descriptions, etc. pertaining to the order shall be binding for the contractual partner. However, the contractual partner shall check these items for any errors, mistakes or discrepancies and notify VEGA immediately in writing of any errors discovered or suspected. The contractual partner shall remain responsible for any documents he has created, in particular drawings, plans and calculations, even if these have been approved by VEGA.
3. Until the time of delivery or performance of service, VEGA may demand changes to the delivery item or service or to the agreed schedule. Changes to the subject of delivery may affect, in particular, the scope, design, performance capacities or materials used. The contractual partner is obliged to inform VEGA immediately of any possible improvements that contractual partner identifies during execution of the contract, as well as any adjustments that become necessary due to changes in relevant legal provisions. All notifications shall be made in writing. If VEGA requests a change or the contractual partner proposes a change, the contractual partner shall promptly submit a proposal as to how the change can be implemented and what impact the change will have on the agreed prices and deadlines. The change shall take effect as soon as VEGA has approved it. Until that time, the contractual partner is obligated to execute the contract under the previous terms and conditions.

VEGA may also demand implementation of the change even if no final agreement has yet been reached on the costs and the time of delivery or performance. VEGA and the contractual partner shall clarify these issues as quickly as possible and by mutual agreement.

4. Unless further requirements are specified in the order, the delivery item and service shall be of standard commercial quality, in accordance with legal and regulatory requirements and, where applicable, in compliance with DIN, VDE, VDI or equivalent standards. Deliveries and services must be manufactured, equipped and provided in such a way that they comply with the environmental and safety regulations applicable on the day of delivery or performance, in particular accident prevention regulations, and correspond to the latest findings in ergonomics research. When providing services, the work regulations for external companies must be observed.
  5. The delivery item (as an essential component) must be accompanied by detailed documentation in accordance with CE standards. If the country of origin of the delivery item is not Germany, a certificate of origin is required.
  6. The contractual partner is obliged to provide VEGA with product information, declarations of conformity, safety data sheets and date of expiration.
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## **VII. Provision of materials, production equipment**

1. The items provided by VEGA shall be processed and treated in accordance with the order and remain the property of VEGA at every stage of processing and treatment, and marked as such by the contractual partner. If they are processed, mixed, or commingled with other items not belonging to VEGA, VEGA shall be entitled to co-ownership of the newly manufactured items in the ratio of the value of the provided items to the sum of all items used in the manufacture, including the contractual partner's expenses for their processing. Within this context, the contractual partner shall also store the items for VEGA free of charge. VEGA shall be notified immediately of any legal or actual damage to the items provided.
2. The contractual partner undertakes to inspect the provided items for obvious defects upon receipt of the goods and to immediately inform VEGA in writing of any defects discovered. If the contractual partner discovers defects at a later date, he is also obliged to inform VEGA immediately in writing. The contractual partner is liable for the loss of or damage to provided items and must insure them adequately. In the event of accidental loss or accidental damage to provided items, the contractual partner shall not be entitled to reimbursement of his expenses for the processing or treatment of these items.
3. Production equipment such as engravings, models, samples, tools, gauges, moulds, fixtures, templates, films, clichés, drawings, hardware or software and the like, regardless of whether in analogue or electronic form, which is provided to the contractual partner by VEGA or manufactured by the contractual partner or by third parties on his behalf in accordance with the specifications, may not be sold, pledged or otherwise transferred to third parties or used or copied in any way for third parties without VEGA's written consent. The same applies to items manufactured with the aid of this production equipment; they may only be delivered to VEGA, unless VEGA agrees in writing to another use. After completion of the order, the production equipment must be returned to VEGA in good condition without delay.
4. Production equipment provided or ordered by VEGA shall remain the property of VEGA or shall become its property upon purchase or manufacture; the equipment does not have to be handed over to VEGA if the contractual partner agrees to store the production equipment for VEGA. The production equipment must be marked by the contractual partner as the property of VEGA, maintained and repaired in a comprehensive manner, adequately insured and protected against unauthorised access by third parties. The contractual partner shall be liable for the loss of or damage to the production equipment, including the loss of data, unless he is not responsible for such loss. The costs of maintenance and repair resulting from normal wear and tear shall be borne by the contractual partner and VEGA equally, unless otherwise agreed. Section 690 of the German Civil Code (BGB) shall not apply in this case.
5. As the owner, VEGA has the right to allow third parties to use the production equipment. This applies in particular if the contractual partner experiences production difficulties. If VEGA asks the contractual partner to return the production equipment, the latter must comply with this request immediately without invoking any right of retention. Notwithstanding this, VEGA is prepared to allow the items to remain in the possession of the contractual partner for as long as the deliveries and services are performed by the contractual partner in accordance with the order, and especially if they are on time and priced competitively.

6. If the contractual partner violates his obligations under Paragraphs 3 and 4, VEGA shall be entitled, without prejudice to further rights, to withdraw from the contract in whole or in part and, within the scope of the statutory provisions, to demand compensation in lieu of performance or reimbursement of futile expenses.

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## **VIII. Rescission of contract**

VEGA shall be entitled to withdraw from the contract in whole or in part without compensation if the creditworthiness or the delivery and performance capabilities of the contractual partner deteriorate to such an extent that, in VEGA's justified opinion, fulfilment of the contract is at risk, or the contractual partner suspends payments or insolvency proceedings are applied for or initiated against his assets.

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## **IX. Force majeure**

In the event of force majeure, each signatory party shall be released from its contractual obligations and from any liability for damages or other contractual remedies for breach of contract for as long as the force majeure or its effects prevent fulfilment of the contract. This shall also apply if the force majeure occurs during an ongoing delay.

"Force majeure" means the occurrence of an event or circumstance that prevents the respective contracting party from fulfilling one or more of its contractual obligations under the contract, if and to the extent that: (a) this impediment was beyond human control and (b) this impediment was not reasonably foreseeable at the time of conclusion of the contract and (c) the effects of the impediment could not reasonably have been avoided or overcome.

The following events shall be deemed to constitute force majeure: war, riots, acts of terrorism, currency and trade restrictions, embargoes, sanctions, lawful or unlawful acts of public authorities (e.g. in relation to import or export licences), compliance with laws or government orders, epidemics, natural disasters, explosions, fire, prolonged failure of transport systems, telecommunications, information systems or energy, general labor unrest such as boycotts, strikes and lockouts, general shortage of production resources, raw materials or energy.

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## **X. Delivery and performance dates**

1. Agreed delivery and performance dates or delivery and performance time periods are binding. Unless otherwise agreed, delivery and performance time periods begin on the order date.

2. The date of delivery or performance shall be the date on which the delivery item and the shipping documents arrive at the place of receipt specified by VEGA (DAP place of receipt, Incoterms 2020) or the service is performed at the place of performance.

3. Partial deliveries and partial performance are only permissible if VEGA agrees to them in writing.

4. If it becomes apparent that the delivery or performance date or the delivery or performance time period will be exceeded, the contractual partner must inform VEGA immediately in writing of the reason and the expected duration.

5. If the contractual partner is in default with the fulfilment of his contractual obligations, VEGA is entitled to demand payment of a reasonable contractual penalty. The amount of the contractual penalty shall

be determined by VEGA at its reasonable discretion, taking into account, in particular, the duration of the delay and the scope of delivery and services affected by the delay, as well as the resulting consequences. In the event of a dispute, the contractual partner may have the amount of the contractual penalty set by VEGA reviewed by the competent court. This contractual penalty may be asserted until the final payment is made. Further statutory rights remain unaffected.

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## **XI. Packaging, shipping, acceptance**

1. If packaging of the delivery item is necessary, customary or specified in the order, the contractual partner shall provide adequate and secure packaging at his own expense. At VEGA's request, the contractual partner shall recycle or dispose of the packaging of the delivery items at his own expense.
2. VEGA will only pay for packaging material in addition to the agreed delivery price if compensation for this was expressly agreed upon. VEGA reserves the right to return valuable packaging material used for shipping to the address of the contractual partner, charging for the full rental costs or the value of the packaging.
3. Shipment must be made to the place of receipt specified by VEGA. Delivery items for which VEGA is required to bear all or part of the freight costs shall be transported by the most cost-effective mode of transport and at the most reasonable freight rates for VEGA.
4. For deliveries involving assembly or installation, the risk shall pass to VEGA upon final acceptance at the place of performance; for other deliveries, the risk shall pass to VEGA upon arrival of the delivery item at the specified place of receipt. Until then, delivery and shipment shall be at the risk of the contractual partner, unless VEGA is in default of acceptance.
5. Costs for transport or breakage insurance shall only be borne by VEGA upon prior written agreement.
6. Shipping notifications must be submitted immediately upon dispatch of each individual delivery. A delivery note must be enclosed with each shipment. VEGA's order numbers must be stated in the shipping documents.
7. If VEGA does not receive proper shipping documents upon receipt of the delivery item, VEGA shall be entitled to refuse acceptance of the delivery at the expense of the contractual partner or to store the delivery at the expense and risk of the contractual partner.
8. VEGA may also refuse to accept the delivery item if an event of force majeure or other circumstances beyond VEGA's control, for which VEGA is not responsible, including labour disputes, make acceptance impossible or unreasonable. In such case, the contractual partner shall store the delivery item at his own expense and risk.
9. In the cases described in Paragraphs 7 and 8, VEGA shall not be in default of acceptance as long as the circumstances described therein and their effects persist.
10. If VEGA returns deliveries that have not been accepted or defective delivery items, the return transport shall be at the expense and risk of the contractual partner. VEGA shall be credited promptly for the return shipment, at the latest within 14 days, with the equivalent value of the non-accepted delivery or service.

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## **XII. Inspection of outgoing and incoming goods, warranty**

1. The contractual partner is obligated to conduct inspections during production and an outgoing goods inspection. In doing so, he must proceed in accordance with the agreed inspection plans. The contractual partner shall enclose with each delivery an inspection report or a certificate stating that the delivery items have been properly inspected, how it was done and with what result.
2. Upon receipt of the goods, VEGA shall inspect the products for identity and quantity (by comparing the packaging labels and delivery notes with the order) as well as for transport damage visible on the outside of the packaging and, on a random basis, for external product defects. No further inspections are required at this point. VEGA shall notify the contractual partner immediately of any defects discovered in the course of this inspection. VEGA shall notify the contractual partner of hidden defects immediately after their discovery in the ordinary course of plant operations. Within this context, the contractual partner waives the right to object to late notification of defects. If acceptance has been agreed on or is required by law, there shall be no obligation to inspect the goods.
3. The warranty obligations of the contractual partner shall be governed by the statutory provisions, unless otherwise specified below. VEGA shall be entitled, at its discretion, to demand that the defect be remedied or that a defect-free item be delivered within a reasonable period of time specified by VEGA. If subsequent fulfilment by the contractual partner is unreasonable for VEGA (e.g. due to particular urgency or a risk to operational safety), no deadline shall be set. In such cases, VEGA shall be entitled to remedy the defect itself or have it remedied by a third party or to procure a replacement. The costs shall be borne by the contractual partner unless he is not responsible for the defect or the grace period expires without results. In the event of an unacceptable situation, VEGA will inform the contractual partner immediately, if possible before the contractual partner undertakes the remedy itself. The contractual partner shall bear all costs of subsequent fulfilment in accordance with the statutory provisions applicable at the respective place of use of the delivery item. Upon request, VEGA shall inform the contractual partner of the place of use. Any fault on the part of subcontractors, suppliers or other vicarious agents shall be attributed to the contractual partner as if it were his own fault.
4. Unless otherwise agreed, the warranty period shall be 36 months from the transfer of risk. The period shall be extended by the interval during which the delivery item cannot be used due to the existence of a defect. If the contractual partner repairs or replaces the delivery items in whole or in part, the period specified in Point 1 shall commence anew with regard to this defect, unless the subsequent fulfilment involves only insignificant effort or is an express act of goodwill on the part of the contractual partner. The same shall apply to the rectification of deficient services.
5. Payments do not imply unconditional acceptance of the delivery item or service.
6. If, as a result of a defective delivery for which the contractual partner is responsible, a comprehensive inspection of the incoming goods exceeding the usual scope of inspections is necessary, VEGA may charge the contractual partner to a reasonable extent for the costs incurred.

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## **XIII. In-process inspections, acceptance**

1. If acceptance of the product by VEGA or a third party commissioned by VEGA is required or agreed, VEGA must be notified in writing to be ready for acceptance no later than 14 days before shipment or readiness for acceptance. Acceptance shall take place within a reasonable period of time after VEGA has successfully inspected the delivery item and/or service. Any defects must be remedied before acceptance can take place. Implied acceptance through use or payment is excluded. The material acceptance costs shall be borne by the contractual partner.



2. VEGA reserves the right to check or to have checked the quality of the material used, the dimensional and quantity accuracy and other quality aspects of the manufactured parts, as well as compliance with the other provisions of the order, at the contractual partner's factory or at his suppliers' factories during production and prior to delivery.
  3. The production inspections and/or technical acceptance do not release the contractual partner from fulfilment and/or warranty obligations.
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## **XIV. Liability and insurance**

1. If and to the extent that damage is caused by a defect/error in a delivery item or in the course of the provision of services by the contractual partner or third parties attributable to it, the contractual partner shall be obliged, upon first request, to indemnify VEGA against claims for damages by third parties and to compensate VEGA for the resulting damages. This also includes the necessary costs incurred by a product recall. VEGA shall inform the supplier of the content and scope of the recall measures to be carried out, as far as possible and reasonable, and give him the opportunity to respond.
  2. If the liability for damages pursuant to Paragraph 1 is based on fault, the contractual partner shall be obliged to compensate for the damage, unless he is not responsible for the defect/error. The contractual partner shall be liable for the fault of his vicarious agents and his sub-suppliers and subcontractors as if it were his own fault.
  3. In all other respects, the contractual partner shall be liable in accordance with the statutory provisions.
  4. The contractual partner is obliged to maintain, for the duration of the business relationship with VEGA, business and product liability insurance for personal injury and/or property damage with a minimum coverage of EUR 5 million per insured event. This also includes insurance coverage for extended product liability risk and recall costs. The contractual partner shall provide VEGA with proof of this insurance at any time upon request.
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## **XV. Confidentiality**

1. The contractual partner undertakes to treat all classified information that he receives from VEGA within the scope of the business relationship as strictly confidential. Classified information includes all technical, economic, legal and tax information relating to business activities, employees or management (including, but not limited to industrial property rights such as patents and utility models, designs, samples, tools, trademarks, data, records of all kinds, drawings and plans, technical and other know-how belonging to VEGA) or other information that is labelled as confidential or is to be regarded as confidential by its very nature. This includes, in particular, secret manufacturing processes and documents provided by VEGA to the contractual partner.
2. The contractual partner may only use confidential information for the purpose of fulfilling his contractual obligations towards VEGA and may not make it accessible to third parties without prior written permission. The contractual partner shall only disclose such confidential information to his employees to the extent that they require it to execute the order and to the extent that they have also previously been obligated to maintain confidentiality.
3. The confidentiality obligation does not apply to information that was already legally known to the contractual partner, that is or becomes publicly known without breach of this confidentiality clause, that is disclosed to the contractual partner by a third party legally and without confidentiality obligation, or that has been developed independently by the contractual partner without recourse to confidential information from VEGA.

4. The contractual partner undertakes to take appropriate protective measures to ensure the confidentiality of the information received, at the very least those measures that he takes to protect his own confidential information.
  5. Upon request by VEGA, but at the latest upon completion of the order or termination of the business relationship with VEGA, the contractual partner shall immediately return to VEGA all confidential information received or, at VEGA's request, destroy it in a verifiable manner, unless statutory retention obligations prevent this. Automatic backups are exempt from this provision.
  6. The confidentiality obligation remains in effect for three years after termination of the business relationship. Confidential know-how and business secrets within the meaning of the German Trade Secrets Act must be kept confidential until they lose their confidential nature without violating this confidentiality agreement.
  7. If the contractual partner violates the obligations arising from this agreement, VEGA may demand payment of an appropriate contractual penalty from the contractual partner, unless the contractual partner is not responsible for the violation. At its reasonable discretion, VEGA may determine the amount of the contractual penalty. In the event of a dispute, the amount can be reviewed by the competent court. VEGA reserves the right to assert further claims for damages.
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## **XVI. Intellectual property and usage rights**

1. The contractual partner guarantees that the provision and contractual use of the delivery items or services will not infringe any third-party property rights, such as patents or utility models, or trade and business secrets.
  2. The contractual partner shall be liable for any direct or indirect damage incurred by VEGA as a result of a violation of such rights and shall indemnify VEGA, in full and upon first request, against any third-party claims, unless the contractual partner manufactures the delivery items exclusively in accordance with VEGA's drawings or models and did not know and could not have known that the manufacture of the delivery items infringed the rights of third parties. The contractual partner is obligated to provide VEGA with every support in defending against third-party claims and to bear the costs thereof.
  3. The contractual partner shall inform VEGA immediately if he receives claims from third parties for alleged infringement of property rights by products that he also supplies to VEGA, or if he becomes aware of an infringement of VEGA's intellectual property rights by third parties.
  4. Unless otherwise agreed in individual cases, VEGA hereby receives a non-exclusive, perpetual and transferable right to use all intellectual property rights associated with the delivery items and services, including integrated software and technical information relating to the delivery items, insofar as this is necessary for contractual use of the delivery items or services.
  5. If delivery items or parts thereof are developed specifically for VEGA, the contractual partner shall, upon request, grant VEGA exclusive rights of use to such developments at customary market conditions.
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## **XVII. Compliance with legal, social, human rights-related and environmental standards**

1. The contractual partner guarantees that all relevant legal provisions within his area of responsibility are complied with. This applies in particular to legal requirements regarding data protection, to the applicable requirements for the security of information technology systems, to the applicable regulations governing the use of artificial intelligence, to the legal requirements for combating corruption and money laundering, as well as to legal requirements promoting fair and free competition, occupational health and safety, environmental protection, export control, as well as to all obligations arising from European, US and other economic, trade and financial sanctions. The contractual partner shall also oblige his supply chain to comply with the above obligations and shall monitor compliance.
2. The contractual partner is obligated to ensure that production is environmentally friendly and energy-efficient. As far as is technically and economically feasible, products and packaging must be adapted to the latest environmental requirements. When manufacturing products, the contractual partner shall give preference to products that contain a lower proportion of harmful substances and thus lead to a reduction in emissions. Ingredients that are known to be harmful to the environment or health must be excluded from production. Hazardous substances must be manufactured and labelled in accordance with the Hazardous Substances Ordinance and the EC/EU directives on hazardous substances (such as REACH and RoHS). The contractual partner shall make reasonable efforts to oblige his suppliers throughout the entire supply chain to apply sustainable practices in accordance with the above provisions. The contractual partner shall, as far as possible, ensure the reusability or recyclability of his products through appropriate measures.
3. Compliance with internationally recognised social, human rights and environmental standards is an essential basis for cooperation between the contracting parties. VEGA is committed to its social responsibility within the scope of its global business activities. To this end, VEGA has established a binding Code of Conduct.<sup>1</sup> The contractual partner undertakes to adhere to this Code of Conduct as a minimum standard in his activities for VEGA and also to contractually oblige his subsuppliers, subcontractors and vicarious agents to comply with these minimum standards, as well as to instruct them accordingly and to monitor compliance.
4. Due to the dynamic development of social factors, human rights and environmental risks as well as legal requirements, it may become necessary for VEGA to amend the Code of Conduct. In such case, VEGA shall inform the contractual partner of the new Code of Conduct and send it to the contractual partner upon request. If the contractual partner does not object to the new Code of Conduct in writing within 14 days of receiving the information, it shall be deemed as accepted and shall become part of the contract in place of the previous Code of Conduct.
5. In the event of a breach of the Code of Conduct in his own business or in the supply chain, the contractual partner shall inform VEGA immediately, unless the violation is insignificant, and shall take all possible measures to end or prevent the breach as quickly as possible or, if it cannot be stopped or prevented, to at least minimise the extent of the damage.
6. VEGA is entitled to review compliance with the Code of Conduct on a risk basis and to a reasonable extent. To this end, the contractual partner shall, upon request by VEGA, provide all necessary information and details and, after reasonable prior notice, allow VEGA to inspect his premises and those of his subsuppliers and subcontractors. VEGA may also commission a third party who is bound to confidentiality to carry out the inspection.

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<sup>1</sup> <https://www.vega.com/en/company/legal-notice/binding-code-of-conduct>

7. A breach of the aforementioned obligations entitles VEGA to, in particular, set a reasonable deadline for remedying the breach and, if this deadline expires without successful results, to withdraw from or terminate the contract. A deadline is unnecessary if the breach is serious. In the event of withdrawal or termination due to the aforementioned breach, VEGA shall not be obliged to compensate for any damages resulting from the withdrawal or termination.

If VEGA suffers damage as a result of the withdrawal or termination and the withdrawal or termination is based on a culpable breach of the aforementioned obligations by the contractual partner, the contractual partner shall compensate VEGA for the damage incurred.

## **XVIII. Audit**

1. VEGA or a third party commissioned by VEGA and bound to confidentiality shall be entitled to inspect all records of the contractual partner that are necessary to verify the payments made to or by the contractual partner in connection with the order. The contractual partner shall keep comprehensive, accurate, clear and accessible records and retain them for the duration of the contract and for a period of five years after delivery or fulfilment or, in the event of early termination, after the date of termination of the contract.
2. The contractual partner shall grant VEGA or a third party appointed by VEGA free access during the contractual partner's office hours to all time sheets, records and other documents necessary for a comprehensive audit, including the original invoices, supporting documents and all relevant account books.

## **XIX. Final provisions**

1. All legal relationships arising from or in connection with orders placed by VEGA shall be governed by the laws of the Federal Republic of Germany. Application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 is excluded.
2. Unless otherwise agreed, the place of fulfilment is Schiltach. If the contractual partner is a merchant, the exclusive place of jurisdiction is Wolfach. However, VEGA is also entitled to sue the contractual partner at his own general place of jurisdiction.
3. Information on data protection at VEGA is available at [Data protection information - VEGA](#).<sup>2</sup>
4. Should individual provisions of these General Terms and Conditions of Purchase or of the contract be or become invalid, this shall not affect the validity of the remaining provisions. Any invalid provisions shall be reframed in such a way that their intended legal and commercial purpose is achieved. The same shall apply if a contractual loophole requiring supplementation becomes apparent during the execution of the contract. The contracting parties undertake to supplement the invalid provisions without delay by means of legally effective agreements or to close the contractual loophole through appropriate changes.

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<sup>2</sup> <https://www.vega.com/en/company/legal-notice/data-protection-information>