

# General Terms and Conditions of Purchasing

**Eisenmann Inc. · 508A Pennsylvania Avenue · Greer, SC 29650 · USA**

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## **A. Conclusion of Contract and Scope of Application**

1. These General Terms and Conditions of Purchasing ("Terms") govern all orders, purchases, and contracts between Eisenmann Inc. ("Eisenmann") and its suppliers, contractors, or service providers ("Supplier"). These Terms apply exclusively to all Eisenmann purchases unless a separate written agreement is executed by an authorized Eisenmann representative.
2. Any deviation, modification, or additional terms proposed by the Supplier are expressly rejected unless confirmed in writing by Eisenmann. The absence of objection to differing terms shall not constitute acceptance.
3. Only authorized Eisenmann Purchasing personnel are permitted to issue purchase orders or approve additional services. Verbal agreements are not binding unless confirmed in writing.
4. All orders must be acknowledged by the Supplier within five (5) business days. Failure to confirm within this period grants Eisenmann the right to cancel without liability.

## **B. Scope of Supply and Services**

1. The Supplier shall provide all materials, documentation, and services necessary for complete and defect-free performance, even if not expressly detailed in the order.
2. All equipment, materials, and services must comply with applicable ANSI, OSHA, EPA, and U.S. federal and state laws, including provision of Safety Data Sheets (SDS) and product documentation.
3. Where applicable, software deliverables must include source and object code, user documentation, updates and patches, and all intellectual property rights required for operation and maintenance.
4. The Supplier must verify the completeness and suitability of Eisenmann's specifications and promptly notify Eisenmann of any inaccuracies or risks.

## **C. Pricing and Payment**

1. All prices are fixed, firm, and DDP (Delivered Duty Paid) to Eisenmann's designated delivery address in accordance with Incoterms 2020.
2. Unless otherwise agreed in writing, payment shall be made within 15 days with 3% discount, or within 60 days net, following receipt of a valid invoice and acceptance of goods or services.
3. Eisenmann reserves the right to withhold or offset payment in case of defective or late deliveries.
4. Advance payments must be approved in writing and secured by an irrevocable letter of credit or performance bond issued by a U.S. financial institution.

## **D. Delivery Deadlines and Penalties**

1. All delivery and service deadlines are binding. The Supplier must immediately notify Eisenmann in writing of any delays or circumstances endangering timely fulfillment.
2. In case of delay, Eisenmann may impose a contractual penalty of 1% of the order value per week, capped at 5%, without prejudice to further claims.
3. Persistent delays or non-performance shall entitle Eisenmann to cancel the contract and seek damages for breach.

## **E. Delivery, Risk Transfer, and Force Majeure**

1. Title and risk pass to Eisenmann only upon final acceptance at the designated delivery location.
2. In cases of force majeure (e.g., natural disasters, government acts, labor strikes, or supply chain disruptions), both parties are temporarily released from performance obligations. Eisenmann may terminate the contract if the event persists beyond 30 days without liability.
3. Each shipment must include a packing list referencing the purchase order number and a bill of lading or signed delivery receipt for freight verification.

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## **F. Invoicing and Payment Terms**

1. Invoices must include the purchase order number, delivery location, and item details, and be sent electronically to [ap@eisenmann.com](mailto:ap@eisenmann.com).
2. Payment periods begin upon receipt of a compliant invoice and successful delivery acceptance.
3. Eisenmann reserves the right to deduct discounts even after expiration if delays or defects are identified post-invoice.

## **G. Warranties, Inspection, and Defects**

1. The Supplier warrants that all goods and services conform to agreed specifications, are new, free from defects, merchantable, and compliant with all applicable U.S. federal, state, and local regulations.
2. Eisenmann shall inspect goods within a reasonable period (typically 30 days). Hidden defects discovered later may be claimed within 36 months after discovery.
3. Supplier shall bear all costs associated with return, repair, replacement, and inspection of defective goods or materials.

## **H. Product Liability and Insurance**

1. Supplier shall indemnify and hold harmless Eisenmann from all third-party claims, including product liability, recall costs, and property damage, arising from defective products or negligence.
2. Supplier must maintain Commercial General Liability (CGL) insurance of at least USD \$5,000,000 per occurrence, and Product Liability and Completed Operations coverage of at least USD \$5,000,000 aggregate.
3. Certificates of insurance must be submitted upon request, naming Eisenmann Inc. as an additional insured.

## **I. Assignment and Subcontracting**

1. Supplier shall not assign or subcontract any part of the contract without prior written consent from Eisenmann.
2. The Supplier remains fully responsible for subcontractor performance and compliance with these Terms.

## **J. Supplied Materials**

1. Any materials, tools, or equipment supplied by Eisenmann remain Eisenmann's property and must be clearly marked as such.
2. Supplier shall be liable for any loss or damage to supplied materials, regardless of fault.
3. Combination or transformation of Eisenmann's materials with others grants Eisenmann joint ownership proportionate to value contribution.

## **K. Confidentiality and Intellectual Property**

1. Supplier shall treat all Eisenmann technical and commercial information as strictly confidential and not disclose it to third parties.
2. Any inventions, software, or works created under the contract shall become the exclusive property of Eisenmann Inc.
3. Supplier grants Eisenmann a perpetual, worldwide, royalty-free license to use, reproduce, and modify deliverables necessary for operations.

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## **L. Code of Conduct and Sustainability**

1. Supplier shall comply with the Eisenmann Inc. Supplier Code of Conduct (Version 6.0), including U.S. labor, environmental, and anti-corruption standards.
2. Supplier must uphold ethical sourcing and environmental practices in compliance with the Dodd-Frank Act (Section 1502), California Transparency in Supply Chains Act, and U.S. Environmental Protection Agency (EPA) sustainability directives.

## **M. Health, Safety, and Site Regulations**

1. Suppliers performing work on Eisenmann or customer sites must comply with all OSHA, NFPA, and state safety laws.
2. Suppliers must review and follow Eisenmann's Contractor Safety Manual prior to commencing any work.

## **N. Trade Compliance and Restricted Substances**

1. Supplier must comply with U.S. Export Administration Regulations (EAR), ITAR, and OFAC sanctions.
2. Supplier must provide: country of origin, Harmonized Tariff Schedule (HTS) code, export classification (ECCN), and full declaration of hazardous or restricted materials (per TSCA, REACH, and RoHS).
3. Suppliers must ensure transparent sourcing of minerals and materials and provide CMRT/EMRT documentation upon request.

## **O. Termination**

1. Eisenmann may terminate the contract immediately for: material breach; insolvency or bankruptcy; or failure to remedy non-performance within ten (10) business days of written notice.
2. Upon termination, Eisenmann shall compensate only for accepted and verified deliverables up to the effective termination date.

## **P. Governing Law and Jurisdiction**

1. These Terms are governed by the laws of the State of South Carolina, USA, excluding conflict of law principles.
2. The exclusive jurisdiction and venue for disputes shall be the State and Federal Courts of Greenville County, South Carolina.
3. The U.N. Convention on Contracts for the International Sale of Goods (CISG) does not apply.