TRUMPF General Terms and Conditions of Purchase (TEB)

I. Validity of the TRUMPF Conditions of Purchase

1. These Terms and Conditions (“TEB”) apply to all contracts concluded by TRUMPF as purchaser or ordering party, unless otherwise agreed to in writing. Any terms and conditions of delivery of the Supplier which deviate from these TEB shall not become part of the contract, even if TRUMPF does not expressly object to them. The TEB shall also apply if TRUMPF accepts a delivery from the Supplier without reservation even though TRUMPF is aware of the Supplier's terms and conditions that are contrary to or deviate from the TEB.
2. The currently valid version of the TEB shall also apply to future business transactions with the Supplier.
3. In addition, the Incoterms 2020 shall apply to the extent that they do not contradict the TEB or any other agreements made between TRUMPF and the Supplier.
4. Any rights to which TRUMPF is entitled under the statutory provisions beyond the TEB shall remain unaffected.

II. Contract Conclusion and Amendments

1. The contract shall be concluded by TRUMPF's purchase order or call-off order unless the Supplier objects in writing or submits a counter-offer within one week of receipt of the purchase order or call-off order. The receipt of the objection or of the counter-offer by TRUMPF shall be decisive in determining its timeliness. If TRUMPF does not reject the counter-offer within two weeks of receipt, the content shall be binding providing that it does not deviate substantially from the order or the delivery call-off. Unless otherwise stated in the purchase order or the delivery call-off, substantial deviations shall be deemed to be a change in the delivery date or the delivery period by more than forty-eight hours, a change in the delivery quantity by more than five percent or a change in the price. The validity of the rejection of the counter-offer shall be determined by its postal dispatch by TRUMPF; the postmark shall be deemed to be proof thereof.
2. Subsequent amendments and supplements to a concluded contract shall require written confirmation in order to be effective; the above paragraph shall apply to this accordingly.

III. Scope and Content of the Obligation to Perform

1. The scope of the Supplier's obligation to perform shall be based on the specifications and descriptions of services provided upon conclusion of the contract or, in the absence of such specifications and descriptions, on the information provided in the Supplier's offers and brochures.
2. All deliveries shall comply with the applicable EU regulations and the latest EU standards (in the absence of which: DIN and/or VDE standards) as well as other standards and regulations customary in the industry, unless otherwise expressly agreed in writing. The Supplier is therefore obligated to comply with the requirements of the Regulation No. 1907/2006 (hereafter referred to as "REACh-VO") and the EU Directive 2011/65/EU (hereafter referred to as "RoHS-RL") in their most recently revised form at the time of the delivery, and to fulfill all of the duties which concern suppliers according to the REACh-VO and the RoHS-RL. In addition, the Supplier shall comply to its obligation to inform TRUMPF unsolicited and without delay before a delivery in accordance with Article 33 (1) of the REACh Regulation if a substance described in Articles 57 to 59 of the REACh Regulation as a "substance of very high concern" is contained in a component or the packaging of a good in a mass concentration exceeding 0.1 percent. This information is to be sent to the email account: product.compliance@trumpf.com. The Supplier guarantees that all of the products comply with the requirements of the RoHS-RL and will provide TRUMPF with a respective written confirmation of the RoHS conformity.
3. The Supplier is obliged to provide TRUMPF with up-to-date safety data sheets in German and English for hazardous substances in accordance with the CLP Regulation and the REACh Regulation. Furthermore, the Supplier is obliged to provide TRUMPF with all necessary documents for the shipment of dangerous goods. Should the Supplier update the safety data sheets or other necessary documents after the conclusion of the contract, the Supplier is obliged to provide them promptly. All documents within the meaning of this Section III.3 shall be sent to the following e-mail address, together with the specific material number: data-sheet@trumpf.com.
4. TRUMPF shall accept only the quantities or numbers ordered. Excess or short deliveries are only permissible after prior agreement with TRUMPF. If partial quantities have been agreed upon, the Supplier shall be obligated to inform TRUMPF of the remaining quantity upon each partial delivery.
5. The Supplier is obliged to pack, label and send the goods in compliance with the relevant regulations of the country of origin, the transit country and the country of destination and is to observe the applicable regulations of TRUMPF stipulated in *"The Delivery of Goods for External Suppliers"*. In doing so, the Supplier shall also comply with the requirements of Regulation (EU) 2025/40 on packaging and packaging waste (hereinafter “PPWR”) in accordance with the following Section XVII.
6. The Supplier shall be responsible for the proper disposal of the goods at its own expense after termination of use. The disposal shall comply with the statutory regulations.

IV. Modification of Performance

1. If, during the execution of the contract, it becomes apparent that deviations from the original agreed specifications are necessary or advisable, the Supplier is to inform TRUMPF of this immediately. TRUMPF shall then inform in written form as to whether changes can be made and, if necessary, which changes in relation to the original contract are to be made by the Supplier. If the costs incurred by the Supplier for the fulfillment of the agreement are changed because of this, both TRUMPF and the Supplier are entitled to request a respective adjustment of the payment to be paid to the Supplier.
2. TRUMPF can require changes of the services provided, even after the concluding of the contract insofar as this is reasonable for the Supplier. With this contractual change, the effects, especially in terms of increased or reduced costs and delivery dates, are to be taken into consideration by both contractual partners.

V. Delivery Time

1. The agreed dates and deadlines are binding. The delivery periods shall commence with the order date. The date of receipt of the goods by TRUMPF or by the recipient designated by TRUMPF shall be decisive in determining compliance with the delivery date or delivery period. If delivery "free delivery" (DAP according to Incoterms 2020) has not been agreed to and TRUMPF has agreed to take over the transport of the goods, the Supplier shall make the goods available in due time, taking into account the time for loading and shipment to be agreed with the carrier. In other cases, the supplier shall be liable for delays in delivery caused by the forwarder, in accordance with Section V.4.
2. If the Supplier foresees circumstances which may prevent him from delivering on time or in the agreed quality, the Supplier shall notify TRUMPF immediately, stating the reasons and the expected duration of the delay.
3. Force majeure, labor disputes with the exception of illegal lockouts, operational disruptions for which TRUMPF is not responsible, riots, official measures and other unavoidable events affecting TRUMPF shall entitle TRUMPF - without prejudice to its other rights - to withdraw from the contract in whole or in part, provided that they are not of insignificant duration or result in only an insignificant reduction in TRUMPF's requirements.
4. TRUMPF is entitled to the legal demands in the case of a delay in delivery.
5. Independent of this, TRUMPF is entitled to charge a contractual penalty of 0.5% per commenced week, the penalty having however a maximum of 5% of the total contract value of the delivery. TRUMPF expressly reserves the right to claim further damages. If TRUMPF does not expressly reserve the right to claim the contractual penalty upon acceptance of the delayed performance, the contractual penalty incurred may be claimed within a preclusive period of ten working days after acceptance.

VI. Transfer of Risk, Transfer of Ownership, Documents, Transportation

1. The risk shall pass to TRUMPF upon delivery of the goods to TRUMPF or to the recipient designated by TRUMPF. If the Supplier is obligated to install or assemble the goods at TRUMPF's premises, the risk shall not pass to TRUMPF until the goods are put into operation.
2. The ownership of a good is transferred to TRUMPF according to the agreed Incoterms, and at the latest upon delivery at the agreed delivery address.
3. A delivery bill shall be enclosed with each delivery. Invoices shall be sent to TRUMPF at the same time as the goods are dispatched, quoting the order number. In order to avoid delays in processing by TRUMPF, invoices shall not be enclosed with the delivery of goods, but shall be sent by separate post; otherwise, Section VII. 3 shall apply accordingly.
4. All Delivery Items shall be delivered in accordance with the TRUMPF Guidelines for Transportation, this is available at www.trumpf.com/s/suppliers

VII. Prices and Payment

1. The price stated in the order shall be binding. Unless otherwise agreed in writing, the price shall include, in particular, the costs of packaging, shipping equipment and

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transport to the delivery address specified by TRUMPF, as well as customs duties and other public charges.

2. The statutory value added tax is not included in the price.
3. In the event that invoices of the Supplier do not indicate the TRUMPF department placing the order and the date of the order or the TRUMPF order number communicated to the Supplier, TRUMPF shall be in default at the earliest sixty days after receipt of the consideration.
4. In the event of non-conforming, in particular defective, delivery, TRUMPF shall be entitled to withhold payment until proper performance without loss of rebates, discounts or similar payment benefits.
5. Payments shall be made net within 60 days of receipt of the contractual performance and receipt of the properly issued invoice. All payments are subject to a later, detailed invoice verification in case subsequent objections arise. In the case of delayed payment, the Supplier can demand default interest at a rate of 5 % p.a. unless TRUMPF proves a lesser damage. The Supplier shall be entitled to withdraw from the contract after the fruitless expiration of a reasonable grace period with a threat of rejection, which the Supplier set TRUMPF after the occurrence of the default in payment.
6. Payments shall be made only to the Supplier. Counterclaims of the Supplier shall entitle the Supplier to a set-off only if they have been legally established or are undisputed. The Supplier may only assert a right of retention if his counterclaim is based on the same contractual relationship.

VIII. Claims for Defects and Recourse

1. The Supplier shall assume liability that the goods comply with the latest state of the art, the relevant legal provisions and the regulations and guidelines of authorities, trade associations and professional associations. If the subject matter of the contract does not meet these requirements, the Supplier shall notify TRUMPF in each individual case prior to commencement of delivery to TRUMPF, stating the reasons. In this case, TRUMPF shall be entitled to reject the delivery even after receipt within a period of ten working days from the Supplier's notification and to assert the statutory claims for defects.
2. The Supplier ensures the traceability of the product it supplies. In the case of an ascertained error, traceability to the rejected delivery must be possible to be able to determine the status of timing limitation of the warranty and to identify the total quantity of products concerned. If traceability is not possible in a warranty and/or product liability case, the Supplier is to compensate any disadvantages for TRUMPF which may result. If the status of timing limitation of the warranty of a defective product can not be determined due to a lack of traceability, the Supplier shall be denied the plea of the statute of timing limitation of the warranty unless it can prove with certainty that the timing limitation of the warranty has expired.
3. If the Supplier has reservations about the type of execution requested by TRUMPF, the Supplier shall notify TRUMPF thereof in writing without delay.
4. Acceptance of the goods shall be subject to inspection, in particular for freedom from defects and completeness. The inspection shall be made on the basis of the delivery bill and shall be limited to the determination of obvious defects. TRUMPF shall inspect all deliveries as soon as this is feasible in the ordinary course of business and shall notify the Supplier in writing of any defects discovered in the course of such inspection without undue delay, but no later than within ten working days of delivery to the agreed delivery address; the timely dispatch of the notice of defect shall be decisive in determining compliance with the time limit. Defects which become apparent later shall be reported to the Supplier in writing without undue delay, at the latest, however, within 10 working days of discovery. In this respect the Supplier waives the right to object on the grounds of a late claim regarding a defect. In the case of shipments of goods consisting of a large number of identical goods, TRUMPF is only obligated to inspect 3% of the delivered goods for defects. If the goods become unsaleable as a result of the inspection, a random sample of 0.5% of the delivered items shall be sufficient. If individual samples of a consignment of goods are defective, TRUMPF may, at its own discretion, demand that the defective items be removed by the Supplier or assert claims for defects in respect of the entire consignment of goods. If, as a result of defects in the goods, it becomes necessary to inspect the goods beyond the usual scope of the incoming inspection, the Supplier shall bear the costs of such inspection. The receipt of the goods as well as the processing, payment and reordering of goods which have not yet been identified as defective and for which a complaint has not been made shall not constitute approval of the delivery or a waiver of claims for defects by TRUMPF.
5. TRUMPF shall be entitled, at its own discretion, to immediately demand either the remedy of the defect or the delivery of a new item from the Supplier after a timely notice of defects within the meaning of Section VIII.4. As an alternative to subsequent performance, TRUMPF is entitled to claim damages without setting a deadline.
6. If the Supplier fails to remedy the defect without delay after being requested to do so by TRUMPF, TRUMPF shall be entitled in urgent cases, in particular to avert acute hazards or to avoid major damage, to remedy the defect itself or have it remedied by third parties at the Supplier's expense at TRUMPF's usual rates of remuneration. Further claims of TRUMPF shall remain unaffected.
7. The claims to which TRUMPF is entitled in the event of defects shall become time-barred 24 months after delivery of the goods to TRUMPF, unless a longer limitation period exists by law. If the Supplier fulfills its obligation of subsequent performance by installing or supplying spare parts, the limitation period shall begin anew for these parts.
8. The Supplier releases TRUMPF from all claims that third parties would assert against TRUMPF due to defects or faults in the goods.
9. The limitation period for claims shall be suspended as long as the goods are being inspected for defects or are being repaired by the Supplier or its agents.
10. For parts of the delivery which have been serviced or repaired within the limitation period, the limitation period shall recommence at the time when the Supplier has fully satisfied TRUMPF's claims for subsequent performance.
11. The Supplier shall be obligated to reimburse TRUMPF for the expenses incurred due to the defects, in particular transport, travel, labor and material costs and, if TRUMPF has installed the defective goods in another item or attached them to another item, to reimburse TRUMPF for the necessary expenses for the removal of the defective goods and the installation or attachment of the repaired or delivered goods which are free of defects.
12. The supplier is furthermore obliged to compensate for any further damage. If and to the extent that the Supplier can prove that it is not responsible for the defect and that it is not obligated to pay damages regardless of fault on the basis of a guarantee, it shall be liable for damages only to the extent to which it can take recourse against its own suppliers. It is obligated to ensure that a sufficient scope of warranty rights against its suppliers exists for such a case.
13. If claims are asserted against TRUMPF by third parties, e.g. by its own customers, due to defects in the goods purchased from the Supplier, TRUMPF shall be entitled to recourse against the Supplier; the preceding paragraphs shall apply to this accordingly. If defects in the goods purchased from the Supplier only become apparent at the customer's premises, the rebuttable presumption that the defects were already present at the time of the transfer of risk from the Supplier to TRUMPF shall apply.
14. TRUMPF is entitled to withdraw from the contract if the Supplier violates an obligation under the contract and TRUMPF has previously set the Supplier a reasonable period of time for performance or subsequent performance without success. Such an obligation under the contract is violated in particular if the item is not free of material and title defects. The setting of a time limit is not necessary if
    - the Supplier seriously and definitively refuses to perform,
    - the Supplier fails to perform by a date specified in the contract or within a specified period, although TRUMPF was informed by the Supplier prior to the conclusion of the contract or due to other circumstances accompanying the conclusion of the contract that performance on time or within the specified period is essential for TRUMPF, or
    - in the case of a service not rendered in accordance with the contract, special circumstances exist which, after weighing up the interests of both parties, justify immediate withdrawal.

    In the event of exercising the right of withdrawal, the services received must be returned step by step and the benefits derived must be returned. The withdrawal does not exclude further claims of TRUMPF, in particular to damages for non-performance or delay. The right of withdrawal can be exercised as long as the underlying claim is not time-barred.

IX. Liability, in particular Product Liability

1. The Supplier's liability shall be governed by the statutory provisions, unless otherwise provided for in these TEB.
2. If a claim is made against TRUMPF on the basis of product liability, the Supplier shall be obligated to indemnify TRUMPF upon first request against all such claims if and to the extent that the damage was caused by a defect in the contractual goods

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delivered by the Supplier. In such cases, the Supplier shall also indemnify TRUMPF against all costs incurred in this connection, in particular expenses for required recall actions (including recall actions in accordance with product safety regulations) and legal costs. In cases of liability based on fault, the Supplier shall not be subject to such an obligation if it can prove that it is not at fault. In all other respects, the statutory provisions shall apply.

3. At the beginning of the contract and upon request at any time, the Supplier shall provide TRUMPF with evidence of product liability and recall insurance with coverage of at least € 5.000.000.00 per case of liability and shall maintain the insurance coverage for a period of ten years after TRUMPF has placed the processed delivery items on the market, even after complete fulfillment of the mutual contractual obligations. The Supplier hereby assigns to TRUMPF the claims arising from the product liability insurance, including all ancillary rights. TRUMPF hereby accepts such assignment. If an assignment should not be permissible according to the the insurance contract, the Supplier hereby irrevocably instructs the insurance company to make any payments only to TRUMPF. Any further claims of TRUMPF shall remain unaffected.
4. Unless otherwise agreed, the Supplier shall be obligated to mark its delivery items in such a way that they are permanently recognizable as its products.

X. Intellectual Property Rights

1. The Supplier shall be liable for ensuring that neither the Delivery Items nor their further delivery, processing or use by TRUMPF infringe the intellectual property rights of third parties, in particular utility models, patents, or licenses.
2. The Supplier shall indemnify TRUMPF and TRUMPF's customers against claims by third parties arising from any infringements of intellectual property rights and shall bear all costs incurred by TRUMPF and/or TRUMPF Customer's in this connection.
3. In the event of conflicting intellectual property rights of third parties, the Supplier shall, at its own expense, obtain the consent or authorization, which shall also be effective for TRUMPF, for further delivery, processing and use from the entitled party.

XI. Provisions, Tools, Spare Parts and availability of Series

1. TRUMPF shall retain title to all parts provided to the Supplier. Processing or transformation on the Supplier's premises shall be carried out on behalf of TRUMPF. If the goods subject to retention of title are processed with other items not belonging to TRUMPF, TRUMPF shall acquire co-ownership of the new item in proportion to the value of the goods subject to retention of title to the other processed items at the time of processing. The same shall apply if the items are combined or mixed in such a way that TRUMPF loses ownership. The Supplier shall store the new items free of charge for TRUMPF.
2. The Supplier shall inspect the goods provided to ensure that they are free of defects. If a part provided by TRUMPF is culpably damaged or destroyed within the Supplier's area of responsibility, the Supplier's liability shall also extend to the repair or replacement of the part provided.
3. TRUMPF shall retain title to tools paid for or provided by TRUMPF. The Supplier shall use the tools exclusively for the manufacture of the goods ordered by TRUMPF.
4. The Supplier agrees to supply spare parts and wear parts with identical function and structure for a period of at least 15 years after the last supply of a product in series part delivery to TRUMPF as well as provide services on request. Spare parts must be available in stock in sufficient quantities during this time and qualified service personnel must be available within 24 hours of re-quest. The Supplier shall be reachable during normal business hours. The Supplier is obliged to do everything possible to deliver products without changes during the series supply and during the period of the obligation to keep spare parts and services available to TRUMPF.

XII. Non-disclosure

1. The contractual partners are obligated to treat all information involved in the cooperation as strictly confidential, inasmuch as it is not in the public domain, legally obtained from third parties or independently developed by third parties, and to use it exclusively for the achieving of the agreement purposes. Protected information includes in particular technical data, purchasing volumes, prices and information involving products and product developments, current or future development plans, and all of the company data of the other contractual partner.
2. Above and beyond this, the Supplier is obligated to handle all received images, drawings, calculations and other documents with strict confidentiality and to show them to third parties only with the prior written consent of TRUMPF providing the information contained therein is not in the public domain.
3. If necessary the Supplier is to obligate sub-suppliers accordingly.
4. Upon request of TRUMPF which can be expressed at any time, at the termination of the agreement at the latest, all of the information originating from TRUMPF (where applicable including copies or records) and items provided on loan will be immediately and completely returned to TRUMPF unless these are still required by the Supplier for the purpose of meeting its contractual obligations. TRUMPF reserves all the rights to such confidential information, including copyrights, industrial property rights, patents, utility models, etc.
5. Products manufactured according to drafts, documents, models etc. provided by TRUMPF or similar or according to specifications marked as being confidential may be used by the Supplier solely for the purposes stipulated in the agreement; in particular, such products may not be offered to or delivered to third parties.

XIII. Data Protection

1. In the course of contract initiation and contract performance, the processing of contact and interaction data relating to the Supplier's respective contact persons is required. TRUMPF processes this personal data on the basis of a legitimate interest to ensure the traceability of the business relationship and to support the communication during the execution of the contractual relationship.
2. If the contractual service concerns several or all companies of the TRUMPF Group, the information shall also be passed on to these companies. This may also include companies of the TRUMPF Group outside Europe. An adequate level of data protection in compliance with Art. 44 ff GDPR (General Data Protection Regulation) is ensured within the TRUMPF Group.
3. For the initiation and processing of contracts and subsequent deliveries, TRUMPF shall transmit the contact data of its own contact persons to the Supplier in order to enable orderly communication. The Supplier may only use this data for the execution of the respective contractual relationship with TRUMPF.

XIV. The TRUMPF Code of Conduct for Suppliers

1. The Supplier shall comply with internationally recognised human rights and the prohibition of forced labour and child labour, i.e. shall respect the principle of freely chosen employment and shall only employ persons who have reached the minimum age required to perform the respective work in accordance with the respective applicable laws. Furthermore, the Supplier shall pay its employees wages and social benefits that at least comply with the respective applicable legal provisions or agreements and shall comply with the respective applicable legal provisions on working hours and holidays. Furthermore, the Supplier shall uphold the freedom of association and comply with the prohibition of discrimination based on gender, skin colour, nationality, disability, political conviction, ethnic or social origin, religion, age, sexual orientation or other reasons. The Supplier shall provide a safe and healthy working environment and, within this context, shall take appropriate measures to ensure health and safety in the workplace. The above obligations apply in connection with the Supplier's performance providing for TRUMPF and are hereinafter also referred to as the "Code of Conduct".
2. TRUMPF is entitled to verify the Supplier's compliance with the Code of Conduct (paragraph 1) in connection with its performance providing for TRUMPF, for example by inspecting the relevant documents and/or by on-site visits. For this purpose, the Supplier shall grant TRUMPF access to its production facilities, operating sites and other premises during normal business hours, insofar as this is necessary for the inspection. TRUMPF shall give reasonable advance notice of the visit. If there is reasonable suspicion of a violation of the Code of Conduct (paragraph 1) in connection with the performance providing for TRUMPF, TRUMPF shall also be entitled to make unannounced visits. When exercising the rights of control, TRUMPF shall keep the interference with the production and operating processes as low as possible, show reasonable consideration for the Supplier's business secrets and observe the statutory data protection.
3. The Supplier shall inform TRUMPF immediately in writing if a violation of the Code of Conduct (paragraph 1) should have occurred in its business operations and the violation is or may be related to its performance providing for TRUMPF.
4. TRUMPF may require the Supplier to initiate immediately concrete and appropriate remedial measures to eliminate the violation of the Code of Conduct (paragraph 1).
5. If the Supplier in breach of duty, fails to initiate the remedial measures to eliminate the violation of the Code of Conduct (paragraph 1) within a reasonable period of time, which shall not exceed one month from the request to do so, or if the remedial measures do not have any effect within a reasonable period of time, TRUMPF shall be entitled to terminate the contract or to withdraw from the contract after the unsuccessful expiry of a reasonable grace period or after an unsuccessful warning with immediate effect. If the violation of the Code of Conduct (paragraph 1) is so serious that TRUMPF cannot reasonably be expected to adhere to the contract, TRUMPF shall even be entitled to terminate immediately or withdraw immediately from the contract.

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XV. Carbon Border Adjustment Mechanism (CBAM)

If a delivery is an import of goods listed in Annex I of EU Regulation No. 2023/956, in particular cement, electricity, fertilisers, iron, steel, aluminium and chemicals, into the customs territory of the European Union, the Supplier is obliged to provide TRUMPF unrequested with the information listed in Annex IV of EU Implementing Regulation No. 2023/1773, in particular total quantity, type of emissions and price, in good time and in full with each delivery, and in the case of long-term supply relationships regularly, at least at the end of each quarter. The Supplier shall transmit this information to TRUMPF by e-mail CBAM@trumpf.com using the template provided by the EU Commission for this purpose ("CBAM communication template", available at Carbon Border Adjustment Mechanism - European Commission (europa.eu)).The Supplier is responsible for the completeness and accuracy of the provided information. If the Supplier breaches these duties, the Supplier is liable for the damages and expenses incurred by TRUMPF as a result of this breach of duty, including any fines or penalties, unless the Supplier is not responsible for the breach of duty.

XVI. Deforestation-free supply chains (EUDR)

1. If the ordered goods are a product within the meaning of Annex I to Regulation (EU) No 2023/1115, in its currently valid version, (hereinafter "EUDR", available at Regulation - 2023/1115 - EN - EUR-Lex (europa.eu)) that contains, has been fed with, or has been made using one of the relevant commodities, namely cattle, cocoa, coffee, oil palm, rubber, soya or wood, the supplier ensures that the goods are deforestation-free and have been produced in accordance with the relevant legislation of the country of production.
2. If the registered office, central headquarters or permanent business establishment of the supplier is not in the European Union, the supplier has to provide, prior to delivery, a description of the product (including a list of the relevant commodities contained therein or used to make it), the country of production and, where relevant, parts thereof, the geolocation of all plots of land where the relevant commodities were produced, as well as the date or time range of production, adequately conclusive and verifiable information that the products are deforestation-free and that the relevant commodities have been produced in accordance with the relevant legislation of the country of production, including any arrangement conferring the right to use the respective area for the purposes of the production of the relevant commodities, by e-mail (EUDR@trumpf.com) to TRUMPF.
3. If the registered office, central headquarters or permanent business establishment of the supplier is in the European Union, the supplier has to provide TRUMPF, prior to delivery, with all information necessary to demonstrate that the due diligence pursuant to Article 8 EUDR was exercised and that no or only a negligible risk was found, including the reference numbers of the due diligence statements associated to those products, by email (EUDR@trumpf.com).
4. Should the ordered goods not be deforestation-free or not have been produced in accordance with the relevant legislation of the country of production, or should the supplier not provide the information, documents and data mentioned in paragraphs 2 and 3, TRUMPF shall be entitled to immediately terminate the contract or withdraw from it.

XVII. EU Packaging and Packaging Waste Regulation (PPWR)

1. Insofar as the Supplier uses or places on the market packaging (sales, grouped or transport packaging, including filling and packaging material) for deliveries to and/or for TRUMPF that falls under the PPWR, the Supplier guarantees that such packaging complies with the requirements of the PPWR in its currently valid version. This includes in particular recyclability, compliance with the prescribed minimum recycled content, the restrictions on heavy metals and substances of concern (including PFAS), the minimisation of packaging volume, weight and empty space, as well as the prescribed labelling.
2. The Supplier shall provide TRUMPF, unsolicited and in good time, with the information and evidence under the PPWR required for TRUMPF to fulfil its own obligations, in particular declarations of conformity, information on the material composition and the recycled content, as well as the indication of whether the packaging is reusable or single-use packaging.
3. The Supplier shall inform TRUMPF, unsolicited and in writing without undue delay, of any changes arising after the transmission of this information as well as of any changes in the legal situation.
4. If the Supplier breaches these duties, the Supplier is liable for the damages and expenses incurred by TRUMPF as a result of this breach of duty, including any fines or penalties, unless the Supplier is not responsible for the breach of duty.

XVIII. Export control

1. The Supplier shall comply with the applicable export and import control regulations of the Federal Republic of Germany, the European Union and the United States of America, as well as all other relevant regulations at the delivery address and at the registered office of TRUMPF and the Supplier.
2. The Supplier is obliged to label Delivery Items that are subject to an export licence or US (re-)export regulations with the corresponding classification (export list position, number of the European Dual-Use List /ECCN) and to state the statistical goods number (HS code) and the country of origin.
3. If a licence is required, the Supplier is obliged to obtain the licence at his own expense and to provide TRUMPF with all relevant documents.

XIX. TRUMPF Cyber Security Requirements

Cybersecurity is a high priority for TRUMPF and TRUMPF makes significant efforts to establish and maintain an adequate level of protection for information and data. Consequently, TRUMPF requires suppliers to maintain an adequate level of cyber security. The TRUMPF Cyber Security Requirements, as amended from time to time, become part of the contract and obligate the supplier to comply with them. The TRUMPF Cyber Security Requirements are available at www.trumpf.com/s/suppliers.

XX. Final provsions

1. The Supplier may not transfer the order or significant parts thereof to third parties without the prior written consent of TRUMPF.
2. As soon as the Supplier suspends payments TRUMPF shall be entitled to withdraw from the contract in whole or in part.
3. The law of the country in which the TRUMPF company placing the order is located applies for the contractual relations and this to the exclusion of the conflict of laws provision. Should individual parts of these Terms and Conditions of Purchase be legally invalid, the validity of the remaining provisions shall not be affected thereby.
4. Place of jurisdiction shall be the place of the registered office of the ordering TRUMPF company. TRUMPF reserves the right to file a complaint at any other place of jurisdiction.

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