

## Einkaufsbedingungen (EB) der ROSI TECHNOLOGY GMBH

### 1. Scope of application

1.1 These Terms and Conditions of Purchase apply to all contracts for the purchase of goods, services, and software solutions that ROSI concludes with suppliers.

1.2 Any deviating or supplementary terms and conditions of the supplier shall not apply unless they have been expressly accepted in writing by ROSI TECHNOLOGY GMBH.

1.3 These Terms and Conditions of Purchase shall also apply if ROSI TECHNOLOGY GMBH accepts a delivery or service without reservation in the knowledge that the supplier has deviating terms and conditions.

1.4 Amendments to these Terms and Conditions of Purchase require the written consent of ROSI TECHNOLOGY GMBH.

### 2. Ordering and conclusion of contract

2.1 Orders from ROSI TECHNOLOGY GMBH shall be placed exclusively in writing or in digital form and shall be binding.

2.2 The supplier is obliged to confirm the order in writing within five working days. If no confirmation is received within this period, ROSI TECHNOLOGY GMBH may cancel the order without incurring any costs or obligations.

2.3 Additions, changes, or deviations from the order require the express written consent of ROSI TECHNOLOGY GMBH.

### 3. Prices, terms of payment, and invoicing

3.1 All prices are net prices plus the applicable statutory value added tax.

3.2 Invoices must comply with the applicable legal requirements and contain all essential information, including order number, service description, and invoice amount.

3.3 Payments shall be made exclusively by bank transfer within 30 days of receipt of the proper and complete invoice.

3.4 ROSI TECHNOLOGY GMBH reserves the right to reject incorrect invoices and request a corrected version, whereby the payment period shall be extended accordingly.

3.5 The supplier is not entitled to assign claims against ROSI TECHNOLOGY GMBH without prior written consent.

3.6 Valid invoices must be submitted digitally to [invoice@rosi-technology.de](mailto:invoice@rosi-technology.de).

### 4. Delivery, packaging, and transportation

4.1 The agreed delivery dates are binding.

4.2 The supplier is obliged to inform ROSI TECHNOLOGY GMBH immediately of any impending delays.

4.3 In the event of a delay in delivery, ROSI TECHNOLOGY GMBH is entitled, after prior written warning, to claim damages or to withdraw from the contract.

4.4 The packaging must comply with legal requirements and ensure safe transportability.

4.5 The risk of accidental loss or deterioration of the goods shall only pass to ROSI TECHNOLOGY GMBH upon delivery of the goods to the agreed place of delivery.

### 5. Quality assurance and approval

5.1 Der Lieferant gewährleistet, dass die gelieferten Waren und Dienstleistungen den vereinbarten Spezifikationen und gesetzlichen Anforderungen entsprechen.

5.2 ROSI TECHNOLOGY GMBH ist berechtigt, Stichprobenprüfungen der gelieferten Waren durchzuführen.

5.3 Bei Mängeln hat der Lieferant unverzüglich eine Nachbesserung oder Ersatzlieferung vorzunehmen. Ein Mangel gilt erst als behoben, wenn die Nachbesserung erfolgreich durchgeführt wurde.

5.4 ROSI TECHNOLOGY GMBH kann fehlerhafte Lieferungen auf Kosten des Lieferanten zurücksenden oder eine Preisminderung verlangen.

### 6. Liability and warranty

6.1 The supplier shall be liable for all damages resulting from defective or non-contractual services.

6.2 The warranty period shall be at least 24 months from delivery or acceptance of the goods.

6.3 The supplier undertakes to indemnify ROSI TECHNOLOGY GMBH against any claims by third parties arising from defective deliveries.

### 7. Confidentiality and data protection

7.1 The supplier undertakes to treat all information provided to it by ROSI TECHNOLOGY GMBH as confidential and not to disclose it to third parties.

7.2 The processing of personal data must be carried out in accordance with the applicable data protection regulations.

### 8. Force majeure

8.1 Events of force majeure, such as natural disasters or official measures, do not release the supplier from its contractual obligations, but require immediate notification and joint solution finding with ROSI TECHNOLOGY GMBH.

### 9. Applicable law and place of jurisdiction

9.1 All purchase contracts are governed exclusively by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.

9.2 The exclusive place of jurisdiction is Stuttgart, Germany.

### 10. Severability clause

10.1 Should any provision of these Terms and Conditions of Purchase be or become invalid, the validity of the remaining provisions shall remain unaffected.