

## 1. Relevant conditions

- 1.1 Our orders and contracts are based on these purchasing conditions and other ex-press written agreements. We hereby object to any General Terms and Conditions of Sale of the supplier which deviate from these; they shall not apply even if we do not expressly object to them in individual cases or if we accept deliveries/services of the supplier without reservation or make payments, with the exception of provisions in the supplier's terms and conditions of delivery concerning the reservation of title and intercompany billing; these are acknowledged. These General Terms and Conditions of Purchase shall also apply to our future orders and contracts, even if no special reference is made to them in individual cases.
- 1.2 If special conditions deviating from these General Terms and Conditions of Purchase are agreed for a specific order, these General Terms and Conditions of Purchase shall apply subordinatedly and in addition.
- 1.3 Individual agreements made with the seller in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these Terms and Conditions of Purchase. Subject to proof to the contrary, a written contract or our written confirmation shall be decisive for the content of such agreements.
- 1.4 Legally relevant declarations and notifications of the supplier in relation to the contract (e.g. setting of deadlines, reminders, withdrawal) must be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the person making the declaration, remain unaffected.
- 1.5 Unless otherwise agreed, our Terms and Conditions of Purchase in the version valid at the time of our order or, in any case, in the version most recently communicated to the supplier in text form as a framework agreement shall also apply to similar future contracts without our having to refer to them again in each individual case.

## 2. Conclusion of contract

- 2.1 Inquiries by us to the supplier about his products and the conditions of their delivery or requests by us for quotations shall not bind us in any way.
- 2.2 Cost estimates of the supplier are binding and are not to be remunerated unless expressly agreed otherwise.
- 2.3 Orders and other declarations, even if made orally, are only binding if they are issued or confirmed by us in writing. A signature by us is not required. The written form shall be deemed to have been complied with if transmission is effected by fax, e-mail or any other electronic data transmission system. The supplier must notify us of obvious errors (e.g. typing and calculation

errors) and incompleteness of the order including the order documents for the purpose of correction or completion before acceptance; otherwise the contract shall be deemed not to have been concluded.

- 2.4 The supplier is obliged to confirm our order in writing within a period of 3 working days and to refer to hazardous substances in the delivery items in his order confirmation. When ordering delivery items containing hazardous substances for the first time and, as a matter of principle, every time a composition is changed, the supplier must attach a safety data sheet to his order confirmation in accordance with regulations. A delayed acceptance shall be considered as a new offer and requires our acceptance.
- 2.5 Within the scope of reasonableness, we can at any time demand changes to the products (in particular also with regard to their design and construction) from the supplier, even after confirmation of the order by the supplier. In this case, the supplier shall inform us immediately of the effects of such a request for changes, in particular with regard to additional or reduced costs and the delivery date, and the parties shall agree on an appropriate adjustment of the contract if necessary.

## 3. Delivery item

- 3.1 Unless any further requirements are specified or stated by the supplier as quality characteristics, deliveries of goods and services shall be provided in customary quality and in accordance with the existing standards according to DIN, EN, ISO or equivalent regulations relevant at the time of delivery. The delivery items shall be designed in such a way that they comply with the legal provisions applicable at the place of use and allow for appropriate use under normal conditions. Test certificates and safety data sheets in the current valid version shall be supplied free of charge for the purpose of fulfilling the contract. The same applies to the declaration of conformity or installation, including the operating instructions and certificate of origin or supplier's declaration, which must be delivered to us in German and English.
- 3.2 Drawings, calculations, descriptions and other documents provided by us are binding for the supplier. The supplier must check these for completeness and correctness and notify us immediately in writing in the event of incompleteness or errors. The supplier remains solely responsible for the contents and correctness of the drawings, plans and calculations provided by the supplier, even if these are approved by us.
- 3.3 In the case of contracts that (also) include software and consulting services, both parties must agree in writing on a set of specifications as the basis for the services to be provided before these services are provided, but no later than in the first phase of the service. This applies accordingly in the event of changes or additions to such contracts. The property rights and copyrights to all documents, systems and programs developed and provided by the supplier shall remain with the supplier if the supplier's services are not at least proportionately paid by

us or are not created with our cooperation. In any case, we shall receive the non-exclusive and unlimited rights of use and exploitation of the documents, systems and programs, which are unlimited in time and place. The supplier must hand over to us the source code and documentation, as well as other program documents of the user software, provided if these have been developed especially for us and no deviating agreements have been made. The supplier shall store the working documents and data made available to the supplier with the greatest possible care and protect them from access by third parties.

#### 4. Prices, deliveries

- 4.1 The price stated in the order is binding. All prices are understood to include statutory value added tax, if this is not shown separately. The agreed prices are fixed prices and exclude subsequent claims or price increases of any kind, unless otherwise expressly agreed in writing.
- 4.2 Unless otherwise agreed in individual cases, the price shall include all services and ancillary services of the supplier (e.g. assembly, installation), as well as all incidental costs (e.g. proper packaging, transport costs including any transport and liability insurance).
- 4.3 Deliveries shall be made DDP according to Incoterms 2020 including packaging and ancillary costs to the place designated by us, unless other agreements have been made. The delivery note must contain our order, article and supplier numbers.
- 4.4 If terms of delivery according to Incoterms 2020 are agreed upon in which we pay for transport, the transport shall be carried out by a forwarding agent approved by us. However, unless otherwise agreed, the supplier shall notify the forwarding agent of the shipment. If the forwarder does not collect the goods as confirmed by the notification, the supplier must inform us immediately.
- 4.5 The place of delivery is not affected by the type of pricing.

#### 5. Payment

- 5.1 Payments on duly issued invoices of the supplier shall be made after 14 days with 3% discount, after 30 days net after receipt of the goods or services (including documentation) and other required documents (e.g. factory certificates etc.) subject to approval by our quality management. The absence of the documents and records will delay the due date. In the case of bank transfer, payment shall be deemed to have been made on time if our bank receives our transfer order before the payment deadline; we shall not be responsible for delays caused by the banks involved in the payment process.
- 5.2 In the event of acceptance of premature deliveries, the due date shall be determined by the agreed delivery date.

- 5.3 Our order number(s) and the date must be stated in all documents relevant for payment. We reserve the right to return invoice documents that cannot be identified or allocated. Delays in payment caused by incorrect invoicing shall not affect the possibility of deducting a discount.
- 5.4 Acceptance of the delivered goods and/or their payment by us does not replace acceptance and does not constitute a waiver of subsequent assertion of claims for defects, damages or other claims against the supplier.
- 5.5 We do not owe any interest on maturity. The statutory provisions shall apply to default of payment.
6. Assignment, transfer of the execution of the contract, set-off, rights of retention.
  - 6.1 The supplier is not entitled to transfer the provision of services to third parties without our prior written consent. The same applies to claims of the supplier against us, which may not be assigned to third parties, neither in whole nor in part, nor collected by third parties without our written consent.
  - 6.2 We are entitled to set-off and retention rights, as well as defense of non-performance of the contract to the extent permitted by law. In particular, we are entitled to withhold due payments as long as we still have claims against the supplier arising from incomplete or defective performance.
  - 6.3 The supplier has a right of set-off or retention only on the basis of counterclaims that have been established as legally binding or are undisputed.

#### 7. Delivery date, force majeure

- 7.1 The delivery time or delivery period stated by us in the order is binding. The same applies to agreed delivery dates and periods. The receipt of the goods and the required documents (works certificate, delivery note etc.) in Zeven or at the receiving point designated by us is decisive for compliance with the delivery date or delivery period. If a delivery other than DDP is agreed, the supplier must provide the goods in good time, taking into account the usual time for loading and dispatch.
- 7.2 The risk of accidental loss and accidental deterioration of the goods shall pass to us upon delivery at the place of performance. If acceptance has been agreed, this shall be decisive for the transfer of risk. In the event of acceptance the statutory provisions of the law on contracts for work and services shall also apply accordingly in other respects. If we are in default of acceptance, this shall be equivalent to handover or acceptance.
- 7.3 In the event of default of delivery, the statutory provisions shall apply. In addition, the supplier must inform us immediately of any noticeable delay in delivery, stating the reason and the expected duration. If he does not comply with this, he cannot invoke the fact that he is not responsible for the delay. The

supplier shall pay us a contractual penalty of 0.2% of the order value for each commenced working day of delay in delivery. The amount of the contractual penalty is limited to a maximum of 5 % of the order value. The assertion of a further claim for damages remains unaffected by this.

- 7.4 Damage caused by delayed delivery, including special travel costs (both from suppliers to us and from us to our suppliers), additional set-up costs in production, additional costs due to special shifts, production downtime costs, replacement costs/ conversion costs, additional inspection costs and lost profit, shall be borne by the supplier, whereby a forfeited contractual penalty shall be set off against the claim for damages.
- 7.5 If the delivery date is exceeded as a result of force majeure or labor disputes for which we are not responsible, we may, at our discretion, either demand that the order be executed at a later date without the supplier having any claims arising therefrom, or withdraw from the contract in whole or in part after the fruitless expiry of a reasonable grace period set by us. The supplier shall inform us immediately and comprehensively and shall do everything within reason to limit the effects of such events. Furthermore, the supplier must inform us immediately of the end of the disruption.

## 8. Shipping, packaging

- 8.1 The supplier shall ensure suitable packaging and labelling, in particular of hazardous substances, at his own expense and in accordance with all relevant packaging and shipping regulations.
- 8.2 Shipping documents, such as delivery notes and packing slips, must be enclosed with the deliveries.
- 8.3 We are entitled to charge 2/3 of the value of the packaging if the packaging has been invoiced by the supplier and we return it to the supplier. The transport is at the risk of the supplier.

## 9. Risk of transport, provision of materials, reservation of title

- 9.1 Any risk shall pass to us only after delivery and acceptance of the goods at our premises or at the agreed place of performance. Until this point in time, the supplier shall bear all risk.
- 9.2 The supplier shall be liable to us for the loss or damage of parts provided. We must be informed immediately of any legal or actual impairment of their availability or processability.
- 9.3 The materials provided by us are processed on our behalf and remain our property in every processing stage. Treatment and processing shall be carried out for us as manufacturer according to § 950 BGB. If our goods or materials are mixed or combined with other items and our ownership expires, it is already agreed upon conclusion of the contract that the supplier's ownership or co-ownership rights to the mixed stock or the uniform item are transferred to us in the ratio of the

value of the materials provided to the value of the entire product.

- 9.4 We reserve the right of ownership of production equipment (tools, models, samples, templates etc.) which we provide to the supplier. Manufacturing equipment which is manufactured by the supplier with our documents or which is paid for by us directly or indirectly shall become our property. The supplier is obliged to use the manufacturing equipment exclusively for the manufacture of the delivery items ordered by us. The supplier shall store the production equipment free of charge for us with the due care of a prudent businessman and shall carry out any necessary maintenance and servicing work free of charge. The supplier is obliged to insure the production equipment belonging to us at its replacement value at his own expense against fire, water and theft. At the same time, the supplier hereby assigns to us as from now all claims for compensation under this insurance; we hereby accept the assignment.
- 9.5 The supplier is obliged to inform us immediately if there is a threat of impairment of our property, e.g. through seizure etc. Parts provided by the supplier must always be stored in such a way that our property is separated from that of the supplier. The risk of loss or damage shall pass to the supplier upon provision of the provided parts upon acceptance of the delivery.
10. Liability for defects, notification of defects, limitation periods, exemption from liability for advertising statements
- 10.1 Deliveries and services must comply with the relevant regulations, laws and ordinances, the intended use, the generally applicable rules of technology, the current state of the art, our drawings and specifications, as well as the standards and sets of rules and regulations asserted by us.
- 10.2 The supplier is fully responsible for the agreed quality of the supplies and services required for the deliveries and services - even if not at fault (full assumption of the procurement risk). This only applies to defects of title if the supplier is at fault.
- 10.3 In the event of defective deliveries and services, we shall be entitled, at our discretion, to demand either removal of the defect (rectification) or new delivery or new service. If we choose to remedy the defects, the supplier must remedy the defects immediately at his own expense. After the first unsuccessful attempt, the rectification of the defect shall be deemed to have failed. We shall be entitled to remedy the defects ourselves at the supplier's expense if the supplier refuses subsequent performance or if there is imminent danger. If we assume a special urgency, we shall be entitled to request the supplier to remedy the defect within a short period of time appropriate to the urgency; if the special urgency does not allow a deadline to be set, we shall be entitled to remedy the defect ourselves. In this case we shall inform the supplier immediately.
- 10.5 Notwithstanding § 442 para. 1 sentence 2 BGB (German Civil Code), we shall be entitled to claims for defects without limitation, even if due to gross negligence the defect remained un

known to us at the time of conclusion of the contract.

10.6 The statutory provisions (§§ 377, 381 HGB) shall apply to the commercial duty to inspect and notify defects, subject to the following proviso: Our duty to inspect shall be limited to defects which become apparent during our incoming goods inspection under external examination including the delivery documents (e.g. transport damage, wrong and short delivery) or which are recognizable during our quality control by random sampling. As far as an acceptance is agreed, there is no obligation to inspect. Furthermore, it depends on the extent to which an inspection is feasible in the normal course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later remains unaffected. Irrespective of our duty to inspect, our complaint (notification of defects) shall in any case be deemed to be prompt and timely if it is sent within 10 working days of discovery or, in the case of obvious defects, of delivery.

10.7 Subsequent performance shall also include the removal of the defective goods and their reinstallation, provided that the goods have been installed in or attached to another object in accordance with their nature and intended use; our statutory claim to reimbursement of corresponding expenses shall remain unaffected. The seller shall bear the expenses necessary for the purpose of inspection and subsequent performance; even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified request for the removal of defects remains unaffected; however, in this respect we shall only be liable if we have recognized, due to gross negligence, failed to recognize that there was no defect.

10.8 Further legal claims remain unaffected by the above provision.

10.9 The supplier shall indemnify us against all claims of our customers which the supplier asserts on the basis of advertising statements made by the supplier, by one of the supplier's suppliers (as manufacturer within the meaning of § 4 para. 1 or 2 of the Product Liability Act) or by an assistant of one of these named and which would not exist or would not exist in this type and amount without the advertising statement. The regulation applies regardless of whether the advertising statement is made before or after the conclusion of the contract.

## 11. Supplier recourse

11.1 In addition to claims for defects, we shall be entitled without restriction to our legally determined rights of recourse within a supply chain (supplier recourse according to §§ 445a, 445b, 478 BGB). In particular, we are entitled to demand from the supplier exactly the type of subsequent performance (repair or replacement) that we owe our customer in the individual case. Our statutory right of choice (§ 439 para. 1 BGB) is not restricted by this.

11.2 Before we acknowledge or fulfil a claim for defects asserted by our customer (including reimbursement of expenses in accordance

with §§ 445a para. 1, 439 para. 2 and 3 BGB), we shall notify the supplier and ask for a written statement, briefly explaining the facts of the case. If a substantiated statement is not made within a reasonable period of time and no amicable solution is brought about, the claim for defects actually granted by us shall be deemed to be owed to our customer. In this case, the supplier shall be responsible for proving the contrary.

11.3 Our claims arising from supplier recourse shall also apply if the defective goods have been further processed by us or another entrepreneur, e.g. by incorporation into another product.

## 12. Producer liability

12.1 If the supplier is responsible for product damage, he must indemnify us against claims by third parties, as the cause lies within his area of control and organization and he is liable himself in the external relationship.

12.2 Within the scope of his obligation to indemnify, the supplier must reimburse us for expenses pursuant to §§ 683, 670 BGB (German Civil Code) which arise from or in connection with a third-party claim, including recall actions carried out by us. We will inform the supplier about the content and scope of recall measures - as far as possible and reasonable - and give him the opportunity to comment. Further legal claims remain unaffected.

12.3 The supplier shall take out and maintain product liability insurance with a lump sum coverage of at least EUR 5 million per personal injury/property damage.

## 13. Statute of limitations

13.1 The mutual claims of the contracting parties shall become statute-barred in accordance with the statutory provisions, unless otherwise provided for below.

13.2 Notwithstanding § 438 para. 1 No. 3 BGB (German Civil Code), the general limitation period for claims for defects is 3 years from the transfer of risk. If acceptance has been agreed, the limitation period shall commence upon acceptance. The 3-year period of limitation shall apply accordingly to claims arising from defects of title, whereby the statutory period of limitation for real claims for restitution of property of third parties (§ 438 para. 1 No. 1 BGB) shall remain unaffected; furthermore, claims arising from defects of title shall in no case become statute-barred as long as the third party can still assert the right - in particular in the absence of limitation - against us.

13.3 The limitation periods of the sales law, including the above extension, shall apply - to the statutory extent - to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) shall apply here, unless the application of the limitation periods of the sales law leads to a longer limitation period in individual cases.

13.4 Longer statutory or contractual limitation periods shall remain unaffected, as shall the provisions on the commencement of the limitation period, the expiry suspension, the suspension and re-start of periods.

#### **14. Services in our plant**

14.1 The supplier undertakes to comply with our company rules / safety instructions or those of our suppliers if he provides deliveries or services in our factories or those of our suppliers.

14.2 The supplier must observe the statutory, official and trade association regulations and recommendations, as well as the safety and operational instructions at the respective place of work and instruct his employees accordingly.

14.3 Before use, the supplier must check and ensure the proper condition and the proper use during operation of operating and working materials.

#### **15. Secrecy, provision of documents, advertising**

15.1 Insofar as the supplier obtains information concerning our company within the scope of this contract, in particular all commercial and technical information, whether verbal or embodied in documents, the supplier shall be obliged to treat such information as business secrets and correspondingly confidential. Information shall be stored and secured in such a way that misuse and unauthorized access are excluded. The organs, employees and vicarious agents of the supplier shall be obligated accordingly. The obligation to maintain confidentiality does not exist or ends if and insofar as the supplier proves that the information in question becomes generally known through no fault of his own, was lawfully obtained from a third party, must be presented in the course of legal proceedings or was already generally known at the time of its acquisition.

15.2 Drawings, specifications, models, dies, templates, samples, calculations and similar items may not be handed over or otherwise made accessible to unauthorized third parties. The use and possible duplication of such objects are only permitted for the respective purposes of the contracts between the supplier and us.

15.3 The use of LISEGA documents for advertising purposes is strictly prohibited. Reference may only be made to the business relationship with us if our prior written consent has been obtained.

#### **16. Other property rights**

16.1 The supplier shall be liable for ensuring that the contractual use of the goods and services supplied by him does not infringe domestic or foreign industrial property rights or other rights either directly or indirectly, insofar as he is responsible for the infringement.

16.2 The supplier shall then indemnify us and our customers against all claims asserted by third parties against us or our customers

arising from the use of such property rights.

16.3 Clauses 16.1 and 16.2 shall not apply if the supplier has manufactured the delivery items according to drawings, samples or other equivalent descriptions and information provided by us and does not know and could not have known, in connection with the products developed by him, that industrial property rights would be infringed.

#### **17. Data protection**

17.1 Since it cannot be excluded that employees of the supplier may come into contact with personal data or with the processing of such data, the supplier confirms that all employees who are employed in the execution of this contract have been instructed about data protection and the criminal law provisions on data processing and have been bound to data secrecy.

17.2 The supplier acknowledges that we store data from the contractual relationship for the purpose of data processing and reserves the right to transfer the data to third parties (e.g. banks; insurance companies) to the extent necessary for the performance of the contract. We process personal data in accordance with the BDSG or the DSGVO insofar as this is necessary for the fulfilment of the contracts concluded with us or for the implementation of pre-contractual measures or in any other case regulated in Art. 6 Para. 1 DS-GVO.

17.3 Insofar as the supplier enters into business contact with us, he gives us his consent to process his data. He may revoke this consent at any time with effect for the future.

#### **18. Place of performance, place of jurisdiction, applicable law**

18.1 The place of performance for the delivery is the place of receipt designated by us. Place of payment is our registered office (Zeven).

18.2 Place of jurisdiction is the seat of the court having general jurisdiction for us. However, we are also entitled to bring an action before the court in whose district the supplier has his general place of jurisdiction.

18.3 In addition to these General Terms and Conditions of Purchase and other contractual agreements, the substantive law of the Federal Republic of Germany shall apply exclusively.

#### **19. Right of inspection and control**

We reserve the right to visit the supplier's production facilities at any time during normal business hours, even unannounced. This can also be carried out by institutes and persons authorized by our quality management department.

#### **20. Collateral agreements**

Oral collateral agreements were not made. The parties agree that changes or additions to these conditions must be made in writing.

## 21. Severability Clause

Should any provision of these terms and conditions or of the further agreements made be or become invalid or unenforceable, this shall not affect the validity of the remainder of the contract. The parties agree to replace the invalid or unenforceable provision by a valid provision which comes closest to the economic purpose of the parties. The same applies in the event of any gap.