

General Terms and Conditions of Purchase (GTCP) of Carl Leipold GmbH

1. Validity

The following Terms and Conditions of Purchase will apply to our orders without exception, unless they are amended, supplemented or cancelled in individual points by separate written agreements. These Terms and Conditions of Purchase will be binding for all present and future business transactions with the Supplier, even if no express reference is made to them. Deviating, conflicting or supplementary General Terms and Conditions of the Supplier will not apply even if we have not expressly objected to them; acceptance of the delivery will not constitute acceptance of such provisions.

2. Orders

Written orders are binding for both parties to the contract. Every order must be confirmed immediately in writing or by email, as must any written supplements. If an order is not accepted in writing by the Supplier within one week of receipt, we will be entitled to cancel the order without this cancellation entailing any cost consequences for us. Deviations from our order, in particular by sending different Terms and Conditions of Sale, must be expressly emphasised in the order confirmation and require our written acknowledgement in order to be legally valid.

3. Prices

The price stated in the order is binding. All prices include statutory value added tax if this is not shown separately. Our order prices are maximum prices for the delivery of properly packaged goods and include all costs for packaging, quality assurance, functional and quality tests, required documentation, necessary authorisations and insurance, etc.

4. Delivery

4.1. The delivery date specified by us is to be understood as a binding date and must be complied with. Delivery failures or delays and their cause must be reported to us immediately. In the event of late delivery, our rights, in particular to cancellation and compensation, will be determined in accordance with the statutory provisions.

4.2. If the Supplier is in default, we may, in addition to further statutory claims, demand lump-sum compensation for our damage caused by default in the amount of 1% of the net price per completed calendar week, but not more than a total of 5% of the net price of the goods delivered late. The Supplier reserves the right to prove that no damage at all or only significantly less damage has been incurred, and we reserve the right to prove higher damages, including indirect financial losses and loss of profit.

4.3. If deliveries have to be expedited due to circumstances within the Supplier's sphere of responsibility, the resulting additional costs will be borne by the Supplier. The acceptance of a delayed delivery does not constitute a simultaneous waiver of any claims for compensation arising for us as a result. We may reject partial or excess deliveries

that have not been agreed, premature deliveries and deliveries against cash on delivery.

4.4. Delivery notes must be handed over in duplicate when the goods are handed over (acceptance of goods). Unless otherwise agreed, a works test certificate in accordance with EN 10204 or an equivalent internationally recognised test certificate, in which the characteristics agreed with the Supplier are listed, must be enclosed with the delivery in addition to the delivery note. An initial sample test report must be enclosed with the first delivery.

5. Proof of origin and other evidence and due diligence duties

5.1. The Supplier will provide any proof of origin required by law or requested by us with all necessary details and duly signed without delay. The Supplier will inform us immediately and without being asked in writing if the information in the proof of origin for the delivered goods is no longer correct. The same applies to VAT-related evidence for foreign and intra-EU deliveries.

5.2. The Supplier will notify us of the valid customs tariff number and inform us immediately if a delivery is subject to export restrictions in whole or in part under German law or other applicable provisions or agreements (e.g. EU sanctions).

5.3. The Supplier must fulfil the legal requirements for human rights and environmental due diligence duties of companies applicable in Germany at all times and provide us with all necessary information and enable us to carry out inspections within a reasonable period of time on request. The Supplier must tolerate measures that we take to fulfil the legal requirements for human rights and environmental due diligence duties of companies - insofar as this is not unreasonable - and support us in doing so.

5.4. The Supplier will comply with the applicable statutory regulations of the European Union (EU) and the Federal Republic of Germany in its deliveries. This applies, for example, where relevant, to the REACH Regulation (Regulation EC No. 1907/2006), the Electrical and Electronic Equipment Act (ElektroG), the Electrical and Electronic Equipment Substances Regulation (ElektroStoffV) and the End-of-Life Vehicles Regulation (AltfahrzeugV). The Supplier will inform us immediately of any relevant changes to the goods, their deliverability, usability or quality caused by statutory regulations, in particular the REACH Regulation, and will coordinate suitable measures with us in individual cases. The same will apply as soon as and to the extent that the Supplier recognises that such changes will occur.

6. Packaging & shipping

6.1. The goods must be packed in a customary, appropriate and unimpeachable manner. The packaging costs and the duty to take back packaging in accordance with §15 VerpackG will be borne by the Supplier. We must be notified

of the despatch on the day of despatch with all relevant details as well as details requested by us.

6.2. The risk of accidental loss and accidental deterioration of the goods will pass to us on handover at the place of performance. Unless otherwise agreed, the place of performance for delivery and payment is our current company address.

7. Payment

Unless otherwise stated in the order, payment will be made within 14 days of proper receipt of the goods and the invoice with a 3% discount or within 30 days net. Any other terms of payment stated in the invoice will only be binding on us if they have been expressly confirmed by us in writing. The order number stated in our order and, if applicable, the name of the customer, the order date, the supplier number and our article number must be clearly emphasised on the invoice.

8. Retention of title

The Supplier will retain title to the delivered goods until full payment has been made (simple retention of title). Other forms of retention of title, in particular an extended and/or expanded retention of title, will only apply with our express consent.

9. Tools provided

9.1. Tools provided to the Supplier and tools manufactured by the Supplier on our behalf or ordered from third parties for which we have made a cost contribution will remain our property or will become our property on manufacture or acquisition by the Supplier and will be clearly labelled as our property. The Supplier is required to store tools for us free of charge, to insure them adequately and to provide us with proof of insurance cover on request. The Supplier is required to use the tools exclusively for the manufacture of parts intended for us, unless otherwise agreed.

9.2. The Supplier will maintain and service the tools provided at its own expense. At the end of the contract, the Supplier must return the tools to us immediately at our request, without being entitled to a right of retention. When the tools are handed over, they must be in a perfect technical and visual condition corresponding to their previous use. The costs of repair will be borne by the Supplier. Under no circumstances may the Supplier scrap the tools without our written consent.

10. Force majeure

Events of force majeure which make delivery by our Supplier or the acceptance or use of the delivery at our premises or at our customer's premises impossible or significantly more difficult will postpone our duty to take delivery appropriately in accordance with our actual requirements. In cases of force majeure affecting us or our Supplier, we will also be entitled, at our discretion, to withdraw from the contract in whole or in part.

11. Acceptance of goods

Our duty to inspect is limited to defects which become apparent during our incoming goods inspection by external

examination including the delivery documents (e.g. transport damage, incorrect and short delivery) or which are recognisable during our quality control by random sampling. In addition, it depends on the extent to which an investigation is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our duty to give notice of defects discovered later remains unaffected. Irrespective of our duty to inspect, our complaint will be deemed to have been made without delay and in good time if it is sent within 8 working days of discovery or, in the case of obvious defects, within 8 working days of delivery.

12. Warranty and liability

The statutory provisions will apply to our rights in the event of material defects and defects of title of the goods (including incorrect and short delivery as well as improper assembly or defective instructions) and in the event of other breaches of duty by the Supplier. If the Supplier does not fulfil its duty to repair - at our discretion either by remedying the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery) - within a reasonable period set by us, we may remedy the defect ourselves and demand reimbursement of the necessary expenses or a corresponding advance payment from the Supplier. If subsequent fulfilment by the Supplier has failed or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline need be set; we will inform the Supplier of such circumstances immediately, if possible in advance. Otherwise, we will be entitled to reduce the purchase price or withdraw from the contract in the event of a material defect or defect of title in accordance with the statutory provisions. We are also entitled to compensation for damages and expenses in accordance with the statutory provisions. The Supplier will be required to compensate us for any damage incurred as a result of a defective delivery or due to a breach of national and international safety, environmental protection, health and other regulations. Insofar as claims are asserted against us by third parties on the basis of strict liability provisions, in particular product liability law provisions, in connection with a defective delivery or defective safety instructions of the Supplier, the Supplier will indemnify us against the resulting liability. This will also apply if the delivery item is only a part of the service provided by us to third parties. If the Supplier recognises that the delivery item is not suitable for the purpose intended by us, it must inform us of this immediately, even if this purpose has not been contractually stipulated. If the Supplier fails to provide this information, he must compensate us for the resulting damage.

13. Property rights and other regulations

The Supplier warrants that the goods delivered by him do not breach any industrial property rights of third parties in countries of the European Union or other countries in which he manufactures the goods or has them manufactured. He will be required to indemnify us against all claims asserted against us by third parties due to such breach of industrial

property rights and to reimburse us for all necessary expenses in connection with such claims. This will not apply if the Supplier proves that it is neither responsible for the breach of the property right nor should have been aware of it at the time of delivery if it had exercised due commercial care.

14. Passing on orders, assignment of claims

Claims of the Supplier can only be assigned with legal effect with our prior written consent. The order fulfilment may also only be passed on with our prior written consent. Infringements will entitle us to withdraw from the contract immediately and to claim damages.

15. Confidentiality

The Supplier will use all documents (including samples, models and data) and knowledge which it receives from the business relationship only for the jointly pursued purposes and will keep them secret from third parties with the same care as its own corresponding documents and knowledge if we have designated them as confidential or have an obvious interest in keeping them secret. This duty begins from the first receipt of the documents or knowledge and ends 36 months after the end of the business relationship. The duty will not apply to documents and knowledge which are generally known or which were already known to the Supplier on receipt without the Supplier being required to maintain secrecy, which are subsequently transmitted by a third party authorised to pass them on, or which are developed by the Supplier without using documents or knowledge of our company which are to be kept secret. The provisions of the Act on the Protection of Business Secrets (GeschGehG) remain unaffected.

16. Applicable law and legal venue

These Terms and Conditions of Purchase and the contractual relationship between us and the Supplier will be governed by the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods. If the Supplier is a merchant within the meaning of the Commercial Code (HGB) or an entrepreneur within the meaning of §14 BGB, the exclusive - also international - legal venue for all disputes arising from the contractual relationship will be our registered office in Wolfach. However, in all cases we are also entitled to bring an action at the place of performance of the delivery duty or at the Supplier's general legal venue.