

# Terms and Conditions of Purchase

LinTec Aulendorf GmbH & Co. KG (Version: March 2023)



## 1. Scope

- 1.1 We conclude contracts with entrepreneurs (Section 310 (1)(14) German Civil Code (BGB)), legal entities under public law, and special funds under public law for deliveries and services to be provided to us exclusively on the basis of our General Terms and Conditions of Purchase (GTCP) as amended.
- 1.2 Our GTCP also apply to all future contracts in the ongoing business relationship with our supplier. The supplier can call up and download our GTCP on the Internet at <https://www.lintec-aulendorf.com> at any time. We will also send our GTCP to our supplier free of charge at any time on request.
- 1.3 Any general terms and conditions of the supplier are hereby rejected. We shall not be bound by any terms and conditions of business of the supplier which conflict with, deviate from or supplement our GTCP or which are unilateral, even if we do not expressly object to them or accept performance without reservation, even if they are included in an offer or order confirmation of the supplier, unless we have expressly agreed to their validity in writing in the individual case.

## 2. Conclusion of contract, written form

- 2.1 If the supplier submits an offer to us or if its order confirmation deviates from our order, the contract shall only be concluded upon receipt of our written confirmation. This is decisive for the scope of the contractual content. The supplier must make us aware of obvious errors and incompleteness of the order – including the order documents – before acceptance. Tools, models, drawings and other documents missing upon receipt of our written order must be requested from us in writing no later than with the supplier's order confirmation.
- 2.2 If we make an offer to conclude a contract "without obligation", we may freely revoke said offer until receipt of the supplier's declaration of acceptance. The binding effect of an offer made by us shall lapse, at the latest, one week after receipt of the offer by the supplier if the supplier does not confirm the offer in writing or by unconditional dispatch of the goods within this period.
- 2.3 The supplier shall be bound by its offer for four weeks from receipt by us.
- 2.4 The preparation of offers and elaboration of projects by the supplier is non-binding and free of charge for us.
- 2.5 We may demand changes to the design and workmanship of the delivery item within the scope of what is reasonable for the supplier. In this context, the effects, in particular with regard to additional and reduced costs as well as delivery deadlines, shall be settled by mutual agreement in an appropriate manner.
- 2.6 The contractually agreed written form is also fulfilled by fax, computer fax, remote data transmission or

email, with the exception of declarations of form such as notices of termination.

## 3. Prices, payments, set-off, assignment, interest, contractual penalties

- 3.1 The price stated in the order is binding. Price increases after order until delivery fulfilment are excluded. Should the supplier reduce its prices and improve the conditions in the period between order and delivery, such prices and conditions shall apply.
- 3.2 The price stated in the order includes packaging, freight, postage, value assurance, and transport insurance (DDP according to Incoterms 2020), for foreign deliveries as well as customs clearance, unless the parties have agreed otherwise in writing. The prices include statutory value added tax insofar as this is not indicated separately.
- 3.3 We shall pay the net invoice amount less 3% discount within fourteen (14) calendar days after receipt of invoice and complete receipt of goods; otherwise we shall pay the net invoice amount within sixty (60) calendar days after receipt of invoice and complete receipt of goods. Payment shall be made subject to invoice verification.
- 3.4 The commencement of payment and discount periods shall be subject to the receipt of the verifiable invoice and complete delivery or service performance. In the event of acceptance of early deliveries, the period shall commence no sooner than on the agreed delivery deadline.
- 3.5 Invoices from the supplier must be verifiable, comply with the requirements of Section 14 German Value Added Tax Act (UStG), contain our order number and the delivery note number, and be presented in the order of the order, stating the goods description, price and quantity. Suitable proof of performance must be enclosed.
- 3.6 We shall not owe interest payable after the due date. Interest on arrears shall be limited to 3 percentage points above the respective base interest rate, unless the supplier provides us with evidence of a higher interest loss.
- 3.7 We shall not be in default without a written reminder. If we are in default, the supplier may only claim the costs of extrajudicial legal action or collection costs to the extent that such costs have actually been incurred and are necessary, and not exceeding the fees incurred by law.
- 3.8 For the timeliness of our payments, the receipt of a transfer order at our bank with sufficient funds in the account is sufficient.
- 3.9 The basis of the conversion rate is the EURO reference rate of the European Central Bank on the due date, unless otherwise agreed.
- 3.10 We shall be entitled to rights of set-off and retention to the extent provided by law. The same applies to the raising of defences. The supplier shall only have rights of set-off or retention on the basis of counter-

claims which have been established by declaratory judgement or which are undisputed or ready for decision, unless the counterclaim set off or the counterclaim underlying the supplier's right of retention is mutually dependent on our claim (cf. Section 320 BGB).

3.11 Without our prior written consent, which may not be unreasonably withheld, the supplier is not entitled to assign its claims against us or to have them collected by third parties.

3.12 We do not make any commitment to pay a penalty and do not accept any lump-sum compensation for damages.

#### **4. Delivery time, delay, subcontractors**

4.1 The delivery time stated in the order is binding. The supplier shall bear the procurement risk. In particular, we do not accept any reservation of timely self-delivery, i.e. the supplier must ensure that sufficient material and spare parts are available in its warehouse to ensure it is able to meet its contractual delivery obligations. The delivery period begins with the conclusion of the contract. Performance before the agreed date entitles us to reject the performance until the due date.

4.2 The receipt of the goods by us shall be decisive for compliance with the delivery deadline or the delivery period. This also applies to all shipping documents, operating instructions, technical documents and other certificates that are part of the fulfilment of the supplier's delivery obligations.

4.3 The supplier is obligated to inform us in writing without delay if circumstances arise or become apparent to it which indicate that the stipulated delivery time cannot be met.

4.4 In the event of a delay in delivery, we shall be entitled to the statutory claims. In particular, we are entitled to demand compensation for damages instead of performance and/or to declare withdrawal after the fruitless expiry of a reasonable period. If we claim damages, the supplier shall be entitled to prove to us that it is not responsible for the delay in delivery.

4.5 The acceptance of delayed deliveries does not constitute a waiver of claims based on the delay.

4.6 The supplier shall have its own qualified personnel carry out the work. Without our prior written consent, which we may not unreasonably withhold, the supplier is not entitled to have the performance owed by it rendered by third parties (e.g. subcontractors) or to render it as partial performance.

4.7 The supplier warrants that goods produced, stored, transported on our behalf, delivered to us or accepted by us are produced, stored, processed and loaded at secure operating sites and at secure handling locations and are protected against unauthorised access during production, storage, processing, loading and transport. The supplier warrants that the personnel employed for the production, storage, processing, loading, transport and acceptance of such goods are reliable and that it has checked them against the currently valid EU sanctions lists.

The supplier further assures, that all business partners acting on its behalf are informed that they must also take measures to ensure the requirements of this section 7 throughout the supply chain. The supplier agrees that its data may be checked against the currently valid EU sanctions lists.

4.8 The supplier is obligated to supply us with spare parts for a period of ten years from the date of delivery at the usual market prices, but at not more than its applicable spare part prices. This specifically applies even if the business relationship has ended earlier.

4.9 In the event of a delay in delivery, we shall be entitled to demand a contractual penalty of 0.5%, up to a maximum of 5%, of the net order value of the respective delayed goods for each commenced calendar week of the delay in delivery. The reservation of the assertion of the contractual penalty may also be declared after acceptance until final payment. The assertion of further rights remains unaffected. The contractual penalty shall be offset against our default damages to be compensated by the supplier.

#### **5. Packaging, shipping, price and performance risk**

5.1 The packaging shall allow for forklift transport or crane transport as well as stacking (in the case of general cargo weighing more than 30 kg) and shall be provided free of charge and taken back free of charge at our request. Pallets and containers are to be taken back by the supplier free of charge, in case of subsequent deliveries as part of an exchange procedure.

5.2 At our request, the supplier shall provide us with certificates for the packaging materials used.

5.3 Delivery shall be made in accordance with the delivery term "DDP" (Incoterms 2020). Delivery and dispatch shall be at the risk of the supplier. The risk of accidental loss and accidental deterioration shall pass upon handover of the goods at the place determined by us. Delivery to a place of receipt other than the place designated by us shall not cause the risk to pass to the supplier even if this place accepts the delivery. The supplier shall bear our additional costs resulting from delivery to a different place of receipt than agreed. Insofar as acceptance has been agreed, this shall be decisive for the transfer of risk.

5.4 The supplier must take out appropriate transport insurance at its own expense and provide us with proof of such insurance at our request.

5.5 The delivery must be accompanied by delivery notes stating the date (issue and dispatch), contents of the delivery (item number and quantity) as well as our order identifier (date and number) and packing slip. In the case of shipment by ship, the name of the shipping company and the ship must be stated in the shipping documents and invoice. The supplier shall choose the most cost-effective and suitable means of transport for us if we bear the costs of the transport. In all dispatch notes, delivery notes, packing slips, waybills, invoices, on the outer packaging, etc., the order references and details of the unloading point prescribed by us must be stated in full.

5.6 In principle, the supplier must pack, label and ship hazardous products in accordance with national/international regulations. In addition to the hazard class, the accompanying documents must also contain the other information specified by the respective transport regulations.

5.7 The supplier shall be liable for damages and shall bear the costs arising from the culpable non-observance of sections 5.1 to 5.6 above. The supplier is also responsible for the compliance of its subcontractors with these shipping instructions. All consignments which cannot be accepted due to non-compliance with regulations 5.1 to 5.6 shall be stored at the supplier's expense and risk. We are entitled to determine the content and condition of such consignments.

## 6. Force majeure

6.1 Force majeure, operational disruptions through no fault of our own, riots, official measures and other unavoidable events such as epidemics and pandemics shall release us from our obligation to accept ordered goods or services in a timely manner for the duration of the event. Both parties are obligated to provide each other with the necessary and reasonable information without delay and to adjust their obligations temporarily to the changed circumstances, in particular to the potentially altered market requirements, in good faith. During such events and within two weeks after their end, we are entitled – without prejudice to our other rights – to withdraw from the contract in whole or in part in the event that an adjustment is not appropriate, insofar as these events are not of insignificant duration.

6.2 The provisions of section 6.1 shall also apply in the event of industrial disputes.

## 7. Condition, non-conforming goods, REACH

7.1 The supplier warrants that the delivery item does not have any defects impairing its value or suitability, i.e. that it meets the subjective requirements, the objective requirements as well as the assembly requirements, and that it complies with the generally recognised state of the art, the latest regulations of the authorities, the Equipment and Product Safety Act, the applicable safety requirements in each case and the occupational health and safety and accident prevention regulations. We do not accept negative condition agreements.

7.2 The supplier warrants that all substances, preparations and substances in products supplied are in compliance with Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 (REACH), as amended, and the Regulation on the Restriction of Hazardous Substances in Electrical and Electronic Equipment (ElektroStoffV), based on Directive 2011/65/EU (RoHS), as amended.

7.3 The supplier further warrants that the delivered goods are free from ionising radiation which exceeds the natural inherent radiation of the material. If the delivered goods exhibit ionising radiation, we shall be entitled – without granting a grace period – to separate, secure, specially store or dispose of the goods at the supplier's expense.

7.4 To ensure the quality of its deliveries, the supplier shall carry out a quality inspection, suitable in terms of type and scope, with regard to all input materials as well as the finished end product before delivery to us. Our initial sample approval does not release the supplier from this outgoing goods inspection and does not restrict it, nor do specifications in the technical delivery conditions or specifications. The supplier agrees to the performance of audits by us or by a person appointed by us to assess the effectiveness of its quality assurance system.

7.5 Our obligation to inspect is limited to defects which become apparent (= "obvious" defects) during our incoming goods inspection under external examination, including the delivery papers, and during our quality control performed via random sampling (e.g. transport damage, wrong and short delivery). Insofar as acceptance has been agreed, there shall be no obligation to inspect.

7.6 Our complaint shall be deemed to be timely if it is received by the supplier within a period of five (5) working days (excluding Saturdays, Sundays and public holidays). In the case of obvious defects (cf. section 7.5), the period for notification of defects shall commence upon receipt of the complete goods at the place of destination; in the case of non-obvious defects, it shall commence at the time when we – or, in the case of a drop shipment, our customer – have discovered the defect. If the place of destination is the premises of a subcontractor, the period for giving notice of obvious defects begins with the delivery of the goods to us. Complaints may be made in writing or text form or by email or verbally.

7.7 We are entitled to statutory claims for defects in full. If the supplier does not fulfil its obligation of subsequent performance within a reasonable period of time set by us, at our discretion either by remedying the defect (subsequent improvement) or by delivering an item free of defects (replacement delivery), unless the supplier proves that the subsequent performance variant chosen by us would cause disproportionate costs and that the other subsequent performance variant does not cause us any significant disadvantages, we may remedy the defect ourselves and demand reimbursement from the supplier of the expenses required for this, without prejudice to other rights. Any rectification of defects by the supplier shall be deemed to have failed after the first unsuccessful attempt. We shall also be entitled to withdraw from the contract if the relevant breach of duty by the supplier is only insignificant.

7.8 Notwithstanding Section 442 (1)(2) BGB, we shall also be entitled to unlimited claims for defects if the defect remained unknown to us at the time of conclusion of the contract due to gross negligence. Only our actual knowledge of the defectiveness at the time of installation or attachment in/to another object shall be detrimental to the claim for reimbursement of expenses pursuant to Section 439 (3) BGB.

7.9 The limitation period for warranty claims is thirty-six (36) months, calculated from the transfer of risk, unless mandatory provisions of Section 478, 479 BGB apply or the supplier grants us a longer period or the law stipulates a longer period. In cases where we



use the delivery item for the production of parts for "first tier suppliers", the limitation period ends thirty-six (36) months after the sale of the final product by the "tier 1" to the OEM, but no later than forty-two (42) months after delivery.

- 7.10 Once the defect has been rectified, the warranty period for the repaired or replaced products shall begin again.
- 7.11 The supplier hereby assigns to us, by way of security, all claims to which it is entitled against its upstream suppliers, including planners, on account of and in connection with the delivery of defective goods and such goods which lack assured or guaranteed properties. We hereby accept the assignment. The supplier shall hand over to us all documents required for the assertion of such claims.
- 7.12 We shall be entitled to recourse claims within a supply chain (supplier recourse pursuant to Section 445a, 445b, 478 BGB) without restriction in addition to the claims for defects. In particular, we are entitled to demand the type of subsequent performance from the supplier that we owe our customer in each individual case. Our statutory right of choice (Section 439 (1) BGB) is not restricted by this.

## **8. Liability of the supplier**

- 8.1 The supplier shall be liable in accordance with the statutory provisions.
- 8.2 In the event that a claim is made against us on the basis of product liability, the supplier shall be obligated to indemnify us against such claims if and to the extent that the damage was caused by a defect in the subject matter of the contract delivered by the supplier. In cases of fault-based liability, however, this shall only apply if the supplier is at fault. If the cause of the damage lies within the supplier's area of responsibility, it must prove that it is not at fault.
- 8.3 Insofar as a recall action is the result of a defect in the subject matter of the contract delivered by the supplier, the supplier shall bear the costs of the recall action unless it is not responsible for the defect.
- 8.4 The supplier undertakes to maintain appropriate product liability insurance, routinely with lump sum coverage of at least EUR 10,000,000.00 per personal injury/property damage and calendar year for the duration of this contract, i.e. until the respective expiry of the limitation period for defects. The supplier hereby assigns to us, by way of security, all claims for compensation arising from damage caused to us by the supplier under this insurance, and we hereby accept the assignment. Proof of insurance must be provided to us at any time upon our request by written confirmation from the insurer.

## **9. Liability of LinTec**

- 9.1 Claims for damages by the supplier, irrespective of the legal grounds, as well as claims for reimbursement of futile expenses are excluded, unless the cause of the damage is based on a grossly negligent or intentional breach of duty or on at least a negligent breach of a contractual obligation, the fulfilment of which makes the proper performance of the contract possible in the first place and on the observance of which the supplier relied and could rely and the culpable non-fulfilment of which jeopardises the achievement of the purpose of the contract ("essential contractual obligation"); in the latter case, our liability shall be limited to the amount of the damage foreseeable and typically occurring at the time of conclusion of the contract.

9.2 The above limitation of liability according to section 9.1 also applies to the personal liability of our employees, representatives and statutory organs as well as to our vicarious agents.

- 9.3 The limitations of liability according to sections 9.1 and 9.2 above do not apply to personal injury, i.e. to damage resulting from injury to life, body, health or freedom, in the case of liability according to the Product Liability Act or insofar as we have exceptionally assumed a guarantee.

## **10. Declaration of original characteristics**

If the supplier makes declarations regarding the original characteristics of the delivered goods, it shall be obligated to enable the customs authorities to verify proofs of origin, in particular to provide the necessary information and to furnish the required confirmations. The supplier is also obligated to compensate for the damage caused by the fact that the declared origin is not recognised by the competent authority as a result of faulty certification or lack of verification possibility, unless it is not responsible for these consequences.

## **11. Limitation**

- 11.1 Notwithstanding Section 195 BGB, the standard limitation period for claims of the supplier, in particular claims for damages and claims for reimbursement of futile expenses, shall be twenty-four (24) months, unless a shorter limitation period applies by law.
- 11.2 The above limitation period of section 11.1 shall not apply in the event of an intentional or grossly negligent breach of duty or a breach of a material contractual obligation (cf. section 9.1.) by us as well as in the cases specified in section 9.3. The statutory limitation periods shall apply here.

## **12. Infringement of third party property rights**

- 12.1 The supplier guarantees that the goods delivered by it do not infringe any industrial property rights of third parties in countries of the EU, USA, China or the United Kingdom or in countries in which the supplier produces or has produced.
- 12.2 If claims are asserted against us by a third party due to an infringement of property rights of the delivered goods, the supplier shall, at its option and at its expense, either obtain a right of use for the affected goods or modify the object of performance in agreement with us in such a way that the property right is not infringed, unless we are responsible for the infringement of the property right. Our further legal claims shall remain unaffected.

12.3 The supplier shall indemnify us and our customers upon first request against all claims arising from the use of such property rights. The supplier's indemnification obligation relates to all expenses necessarily incurred by us from or in connection with the claim by a third party.

12.4 The supplier undertakes to inform us immediately of any risks of infringement and alleged cases of infringement that become known and to give us the opportunity to counteract corresponding claims by mutual agreement.

12.5 Upon our request, the supplier shall inform us of the use of registered industrial property rights and applications for industrial property rights on the delivery item.

### **13. Provision, tools, rights of use**

13.1 Processing or transformation of parts provided by us (reserved goods) by the supplier shall be carried out for us. If our goods subject to retention of title are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our item (purchase price plus VAT) to the other processed items at the time of processing. If the item provided by us is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the item subject to retention of title (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing is carried out in such a way that the supplier's item is to be regarded as the main item, it shall be deemed agreed that the supplier transfers co-ownership to us on a pro rata basis. The supplier shall keep the sole ownership or the co-ownership for us.

13.2 We reserve all rights, including property rights and copyrights, to illustrations, drawings, calculations, moulds, models, tools and other documents. These must not be made accessible to third parties, reproduced or distributed without our express written consent. They are to be used exclusively for production based on our order. After processing the order or if the order is not placed, they must be returned to us without being requested to do so. The supplier is obligated to insure the tools, moulds and models belonging to us at replacement value at its own expense against fire, water and theft damage to the usual extent. The supplier hereby assigns to us all claims for compensation arising from this insurance, and we hereby accept the assignment. The supplier is obligated to carry out any necessary maintenance and inspection work on our tools as well as all maintenance and repair work in good time at its own expense. Markings on our tools referring to our property must not be changed and must be maintained by the supplier at its own expense. The supplier must notify us immediately in writing of any disruptions.

13.3 Moulds, models, tools, films, drawings, etc. which have been produced by the supplier for the execution of the order shall become our property upon payment, even if they remain in the possession of the supplier. They are to be marked by the supplier as our property.

13.4 Upon request and no later than upon final delivery, illustrations, drawings, calculations, moulds, models, tools and other documents belonging to us shall be handed over free of objection.

13.5 We have a non-exclusive, transferable and free of charge right to use the products delivered by the supplier during the period of use. Patent rights and other intangible property rights shall remain the property of the supplier.

### **14. Secrecy**

14.1 "Confidential information" within the meaning of the following confidentiality declaration is all information (including data, records, documents, drawings, samples, technical components and know-how) which is/was made available to the organs, employees, advisers of the supplier or other third parties working for the supplier within the framework of the respective contract and the negotiations for this contract, in particular about our company, our customers, our production processes, our price calculation, etc., and which is/are marked as confidential or which by its nature requires confidentiality. Whether and on which medium the confidential information is embodied is irrelevant; in particular, oral information is also covered.

14.2 Our supplier is obligated to treat the confidential information as strictly confidential and not to pass it on or make it accessible to third parties without our written consent. Our supplier will take appropriate precautions to protect the confidential information; as a minimum requirement, the supplier shall take those precautions with which it protects particularly sensitive information about its own company.

14.3 Our supplier is not entitled to use confidential information disclosed by us for any purpose other than for the purpose of the respective performance of the contract.

14.4 In particular, our supplier is not entitled to reproduce, reconstruct, open or disassemble samples received or other corresponding information (reverse engineering).

14.5 The confidentiality obligations pursuant to sections 14.1 and 14.2 shall not apply to such information for which our supplier can prove that

14.6 we have given our prior written consent to the transfer or use by our supplier for the specific individual case;

14.7 the information was evident prior to the supplier's obligation to maintain confidentiality;

14.8 our supplier obtained it from a third party prior to the obligation to maintain confidentiality or obtains it thereafter from a third party without breaching this confidentiality agreement, provided that the third party has in each case lawfully come into possession of the confidential information and by disclosing it does not breach a confidentiality obligation binding it; or

14.9 the supplier is required to disclose the confidential information by law or by the rules and regulations of a stock exchange or by an enforceable order of a competent court or authority.

14.10 This confidentiality obligation shall come into force upon conclusion of the respective contract and shall end five years after termination of the business relationship.

14.11 Unauthorised handover to third parties or use for third parties entitles us to withdraw from all current orders and to claim damages.

### **15. Retention of title, access rights**

We recognise a simple reservation of title declared by the supplier. Extended or expanded reservations of title, in particular group reservations, shall not be recognised. We do not grant access rights.

### **16. References, data protection, code of conduct, minimum wage**

16.1 The supplier may only refer to our business relationship with third parties, in particular for advertising purposes, with our written consent.

16.2 Any use of our data without our prior written consent is only permitted within the scope of the statutory provisions. As is the case for the supplier, we are obligated to collect and process the data collected in connection with the conclusion and performance of the respective contract only in accordance with the statutory requirements.

16.3 Our supplier undertakes to comply with the respective statutory regulations on the treatment of employees, environmental protection and occupational safety as well as the minimum wage and to observe the principles of the United Nations Global Compact. The supplier shall use its best efforts, as far as possible by contractual obligation, to ensure compliance with these requirements also vis-à-vis its upstream suppliers and personnel service providers. If the supplier violates the requirements of the Minimum Wage Act (MiLoG) or the legal ordinance issued on the basis of Section 3 a Law on Temporary Employment (AÜG), the supplier shall indemnify us against all claims of third parties due to such violations, in particular pursuant to Section 13 MiLoG. Such a claim entitles us to terminate the business relationship with the supplier without notice.

### **17. Place of jurisdiction, place of performance, choice of law**

17.1 The exclusive place of jurisdiction for both parties for all disputes arising from commercial transactions with fully qualified merchants and legal persons under public law is Stuttgart (Section 38 Code of Civil Procedure (ZPO)). The Ravensburg Local Court has jurisdiction for proceedings that are exclusively assigned to the local courts. However, we are also entitled to sue the supplier at its general place of jurisdiction.

17.2 Our place of business in Aulendorf is the place of performance, unless otherwise stated in the order.

17.3 The law of the Federal Republic of Germany shall apply. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG, "UN Sales Convention") is excluded.

### **18. Severability clause**

If individual provisions of these Terms and Conditions or of the delivery transaction are or become invalid in whole or in part, this shall not affect the validity of the remaining provisions or other parts of such sections. The ineffective section shall be replaced by a provision which corresponds as closely as possible to the objective of this section and is effective.

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