



Landgraf GmbH + Co. KG

General Terms and Conditions of Purchase

1. All of our orders and their acceptance, as well as their changes and additions, must be in writing, including by email. Oral side agreements are only valid if they are confirmed by us in writing. We do not recognize any terms and conditions of the supplier that conflict with or deviate from our terms and conditions, even if we are aware of the supplier's terms and conditions and accept a delivery without reservation. Our terms and conditions only apply to companies within the meaning of Section 14 Paragraph 1 of the German Civil Code (BGB). However, they also apply to all future business with the supplier, even if we do not separately agree on their validity for each contract.

We are only bound to orders based on non-binding offers from the supplier for a period of five working days after receipt by the supplier; thereafter, the order is non-binding.

If the supplier's order confirmation deviates from our order, the deviations shall only apply if they are specifically pointed out in the order confirmation and we confirm them in writing as agreed.

2. The supplier and we are mutually obliged to treat all non-obvious commercial and technical details that become known to each other through the business relationship as business secrets. Both contracting parties may only advertise their business relationship with prior written consent. Drawings, models, samples, plans, templates and similar items or data as well as technical and commercial details (including those relating to the delivery items) that we make available to the supplier or that are paid for by us remain/become our property. These may not be passed on to third parties or otherwise made accessible and may only be used for delivery to third parties with our prior written consent. The supplier must oblige subcontractors accordingly.
3. The supplier must comply with the latest recognized rules of technology, safety regulations, technical standards and agreed technical data, e.g. delivery instructions, production drawings or order texts, in its deliveries and services. The supplier's deliveries and services must correspond to the current state of the art. The supplier must use the most suitable and flawless raw material. The supplier is obliged to oblige any subcontractors to comply with the provisions of these purchasing conditions. The supplier must also inform us of the use and names of subcontractors before placing an order.

If the technical data provided to the supplier is incomplete, misleading or contradictory, the supplier is obliged to request missing documents or to request a written correction of the order. If the technical data provided refers to other technical data and these were not provided,

the supplier is obliged to request this from us if the technical data is not publicly available, or to obtain it himself if the technical data is generally available, e.g. standards, regulations, etc. If a 2D drawing and CAD data are provided, these must be compared with each other and any deviations must be reported to us. The 2D drawing generally takes precedence over the CAD data.

If we order production in accordance with a drawing or specification provided by us, the supplier must provide us with an initial sample test report with the first delivery to prove the properties required in the drawing or specification. In the case of repeat orders, the approval of the initial sample test report does not release the supplier from the obligation to deliver goods free of defects and in accordance with the specifications.

We have the right to observe and audit the production of our delivery parts at the supplier's premises at any time after prior notice.

The supplier is obliged to ensure that the requirements for an existing CE marking requirement are met for the articles it supplies.

The supplier is obliged to implement all requirements and notification obligations of the REACH Regulation in its currently valid version.

4. Within the scope of Section 377 of the German Commercial Code (HGB), we are only required to examine delivered goods with regard to visually recognizable defects and the agreed quantity.
5. In the event of strikes, interruptions to operations and other cases of operational downtime that prevent us from accepting deliveries and services through no fault of our own, the contracting parties will agree on a suitable alternative date; we will inform the supplier of any obstacles to acceptance in good time, if possible.

The supplier undertakes to inform us in writing (including by email) immediately after becoming aware of any foreseeable delays in delivery, regardless of the cause.

If the supplier defaults on the provision of deliveries and services, we are entitled to demand 1% of the value of the part of the delivery affected by the delivery delay for each week of the delivery delay, up to a maximum of 10% of the delivery value of the part of the delivery affected by the delivery delay, as a contractual penalty. The right to exercise any additional statutory rights that exist in the event of a delivery delay remains unaffected.

6. The order prices agreed with us are fixed prices and include all costs including incidental costs up to the agreed unloading point; deliveries are made according to CIP of the applicable Incoterms.

A delivery note must be enclosed with every delivery. Goods that normally require a certificate (e.g. all metal deliveries or cast products) or for which one is agreed are only considered to have been delivered in full when the certificate is available and the absence of such a certificate is considered a defect. If, in exceptional cases, a certificate documents properties that deviate from those ordered by us, we must be explicitly informed of this before delivery. If, in exceptional cases, we release the delivery with the deviating properties, such a deviation approval is deemed to have been granted only once.

In the case of partial deliveries, only the complete delivery entitles you to issue an invoice. In the case of initial or sample deliveries, the payment deadline, including for one-off costs, only begins after we have approved it. In the case of early delivery, the payment deadline begins on the agreed delivery date.

The supplier's invoices are due within 30 days of receipt without deduction. If payment is made within 14 days of receipt of the invoice, we are entitled to deduct a 3% discount.

7. Retention of title by the supplier, regardless of type, is excluded.
8. If one-off costs such as programs, tools, devices, templates, models are agreed for our production, these production facilities become our property upon payment of the one-off costs. The supplier will keep them for us free of charge for as long as he maintains production for us, but at least 3 years after the last delivery. He will exercise the same care with our property as he exercises with his own property.
9. If we order programs (software) for use from us, these become our property upon payment, without us having to accept maintenance contracts or other recurring obligations. This also applies if we first conclude such a maintenance contract. Programs that become our property in this way may be used by us indefinitely. If such programs were created to a large extent for use by us, ownership also passes to us along with the right to access, store and modify the program.
10. The supplier provides a guarantee in accordance with the statutory provisions. The duration of the liability for material defects (warranty) is determined by the statutory periods for claims for liability for material defects, even in the case of multi-shift operation. The limitation period for a claim for liability for material defects for a specific defect is suspended by a written complaint from us until the defect is remedied. However, this suspension ends three months after receipt of the written declaration that the defect has been remedied or that there is no defect. We will notify the supplier of defects immediately in writing (including by email) as soon as they are discovered in the course of proper business operations.

After we have set a deadline for subsequent performance without success, we are entitled to remedy defects ourselves or to commission their rectification and to charge the supplier for these costs.

The supplier is liable for consequential damages resulting from defective deliveries in the same way as a manufacturer, even if he did not manufacture the delivery himself but delivered it as a dealer.

The supplier is obliged to compensate us for all damage to parts that we have handed over to him for processing, unless these are consequences that were foreseeable for the processing.

If we or other subcontractors commissioned by us further process products supplied by the supplier and defects in the products supplied by the supplier are discovered during or after further processing or after resale

discovered, the supplier shall also be liable for compensation for the value added lost in this way, provided that the products are no longer suitable for resale, plus a flat rate for our administrative expenses of at least 10% of the value of the defective goods.

11. The supplier is liable for claims arising from the infringement of property rights when deliveries and services are used in accordance with the contract. The supplier indemnifies us against all claims arising from the use of such rights. When a work protected by copyright is delivered, we receive from the supplier a simple, unrestricted right of use for all types of use of the work in question.

The supplier must indemnify us against all liability claims from third parties that arise due to defective deliveries and services of the supplier.

The supplier is obliged to take out product liability insurance and to maintain it with us until all delivery and service obligations have been fulfilled, with a liability sum of at least €5 million in individual cases. The supplier is obliged to provide us with proof of the existence of the product liability insurance upon request.

12. We are entitled to withdraw from the contract if the supplier ceases payments or if insolvency proceedings or an out-of-court settlement procedure are applied for regarding his assets. However, we are also entitled to assert the rights under Section 321 of the German Civil Code (BGB) instead of withdrawing from the contract.

Parts that we hand over for processing remain our property and must be marked as such and stored separately.

13. For deliveries, the risk shall pass to us when the goods are handed over to our factory.

14. If one of the provisions of these purchasing conditions is invalid, the remaining provisions shall remain unaffected. The contracting parties shall agree on a regulation that takes into account the interests of both parties.

15. German law applies exclusively. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 is excluded. The place of performance for all deliveries and services is our factory in Viersen. The exclusive place of jurisdiction for all current and future claims with merchants, including bills of exchange and check claims, is Mönchengladbach.