

# CONDITIONS OF PURCHASE OF LAUDA DR. R. WOBSEY GMBH & CO. KG

As of 1<sup>st</sup> January 2022

## 1. GENERAL CONDITIONS

1.1 (Scope) These Conditions of Purchase are intended for use in business with entrepreneurs only.

1.2 (Conflicting conditions, modifications to the contract) Only our Conditions of Purchase shall apply to the contract; no other conditions shall become the content of the contract, even if we do not explicitly contradict them. For regular business connections our Conditions of Purchase shall apply even if not explicitly included in the contract for consecutive orders. Any agreements made concerning the contract shall be made in writing.

1.3 (Right of rescission) In cases of force majeure as well as in case of strikes, lockouts, or other events for which we are not responsible and through which our own sales are impeded, we can withdraw from the supply contract in full or in part, or request performance at a later point in time.

1.4 (Court of jurisdiction, Governing law) For our commercial transactions with suppliers having no general place of jurisdiction in Germany, with businesses, public law legal persons or special funds under public law the place of jurisdiction shall be 97941 Tauberbischofsheim, Germany/74821 Mosbach, Germany as competent courts of our registered office. We can also take legal action against the supplier at his registered office. The contract shall be construed and interpreted in accordance with the laws of the Federal Republic of Germany with exception of the 'UN Convention on the International Sale of Goods' (CISG).

## 2. PRICES, INVOICING

2.1 We can demand changes to the contractual products after conclusion of the contract, if these result in reduced expenditures, otherwise as far as can be reasonably expected from the supplier. Additional or reduced expenditure shall be invoiced accordingly.

2.2 Suppliers' prices are maximum prices carriage paid to our works. They include costs for freight, customs, packaging, expenses, and turnover tax.

2.3 Supplier invoices, specifying the invoice number, order number, quantity, price, and other characteristics, in particular LAUDA item number, must be sent to us by e-mail to: [invoice@lauda.de](mailto:invoice@lauda.de) and may be paid by us within 14 days after receipt of the invoice and goods with a cash discount of 2 percent or net within 30 days.

## 3. PLACE OF PERFORMANCE, RISK, SHIPPING, DELIVERY PERIODS/DATES, DELAY

3.1 The place of fulfilment for deliveries is our works in Lauda-Königshofen.

3.2 Risk shall not pass to us until the goods have been unloaded in our works.

3.3 Packaging, shipping and insurance of the contractual products shall be effected for the account and at the risk of the supplier. The supplier shall also attend to the return transport of any packaging material at his own costs. A delivery note (in duplicate) must be enclosed with each shipment. The supplier shall submit to us a written notice of the dispatch on the day of the dispatch.

3.4 The supplier shall absolutely adhere to agreed delivery periods and dates, which are understood as the time of arrival at the agreed place of delivery. The supplier shall immediately inform us in the event of any likelihood of delays in the agreed delivery periods or dates and indicate the reasons for such delay and the anticipated duration.

3.5 In case of delayed delivery we reserve all rights under applicable law.

3.6 Our shipping instructions shall be adhered to. Our order and item number shall be stated in all shipping documents, correspondence, and invoices.

#### 4. QUALITY, CLAIMS FOR DEFECTS, LIMITATION OF CLAIMS FOR DEFECTS

4.1 In addition to the specifications laid down in the supply contract, quotation and/or acknowledgement of order, the relevant statements made by the supplier in his brochures, catalogs, and other documents available to us, as well as in his advertising, are agreed with respect to the quality of the contractual products/services. The agreed quality also implies that the contractual products/services comply with the state of the art, top-quality workmanship, the agreements reached, the intended purpose, the agreed and inspected equipment, the required product safety, and the currently applicable statutory, official, and technical provisions.

4.2 The supplier must carry out a careful inspection of quality and outgoing goods - also covering product safety - in compliance with the applicable standards.

4.3 We are fully entitled to the statutory claims for defects; in any case we shall be entitled at our own discretion to demand either rectification of the defects or delivery of a faultless product. We expressly reserve the right to claim damages, in particular damages instead of performance. Acceptance or payment of the contractual products/services do not indicate recognition that they are free of defects but are always made with reservation.

4.4 If the supplier is in default in the removal of defects incumbent on him, we may remedy the defects/damage ourselves at the expense of the supplier or have them removed by third parties.

4.5 Unless statutory periods of limitation should be longer, our claims for defects are subject to a period of limitation of 3 (three) years. In case of a product which has been used for a building in accordance with the customary way of being used and has caused the defect of the building, the period of limitation shall be 6 (six) years. The period of limitation commences with the transfer of risk (delivery for sales contracts, acceptance for work performed).

4.6 All limitations to or exclusions of liability in the supplier's general terms and conditions are ineffective.

## 5. PRODUCT SAFETY, PRODUCT LIABILITY

5.1 The supplier is liable for the safety of the contractual products and for the services not to be unsafe and not to be dangerous for their use or consumption in accordance with the intended use or foreseeable non-intended use in terms of product liability. He shall take all necessary and reasonable organizational, personal, and technical safety measures.

5.2 The supplier shall indemnify us from any third-party claims regarding product liability if and as far as cause or reason lie within his range of command and organization and he can be held liable himself by the third party.

5.3 Within the scope of the supplier's own liability he shall also compensate us for necessary expenses incurred from or in connection with a product recall action according to the legal requirements. If possible and feasible we shall notify the supplier about the contents and scope of the recall actions to be carried out and allow an opportunity to respond.

5.4 The supplier must insure himself for a reasonable amount against the risks related to the product liability of the contractual products and/or services supplied by him and provide us upon request with evidence of this insurance coverage.

## 6. DISPOSAL

In the production and delivery of the contractual products, the supplier undertakes to take into account and to comply with all current conditions and provisions relating to environmental protection and waste disposal.

## 7. SPARE PARTS

The supplier must provide us with spare parts at fair market prices for the anticipated service life of the contractual products, but at least for 5 (five) years from the relevant delivery date.

## 8. INDUSTRIAL PROPERTY RIGHTS, SECRECY, MOLDS, AND TOOLS

8.1 The supplier is liable that the use or sale of the contractual products does not infringe patent or industrial property rights of third parties. If the supplier is at fault, he shall indemnify us against any and all liability claims by third parties related to such third-party rights.

8.2 We reserve the ownership as well as all industrial property rights and copyrights of constructions, molds, tools, samples, illustrations, and other documents provided by us. The supplier may only use these constructions etc. in the manner intended by us and must return them if he no longer requires them for us.

8.3 The supplier must maintain secrecy vis-à-vis third parties with respect to all trade secrets, in particular know-how, of which he gains knowledge through his business relations with us.

8.4 Tools, molds, or other devices which the supplier produces or procures, fully or partly at our expense, automatically become our property. As a substitute for handing over such tools etc., the supplier keeps them in safe custody for us, carefully and free of charge, until the termination of the delivery arrangement.