

## General Terms and Conditions for Purchasing Applicable to Business Transactions with Non-Consumers

### 1. General Information and Applicability of Contract Terms

Unless otherwise agreed in writing, the following General Terms and Conditions for Purchasing apply without exception to all the companies that make up the Lissmac group of companies (hereinafter "Lissmac") and to all jobs commissioned by and orders placed by these companies. The version of the Lissmac General Terms and Conditions for Purchasing that is valid and most current at the time a contract is concluded becomes a component of that contract, unless otherwise agreed.

No business terms of the contracting party become a component of the contract, even if there is no express objection to such an agreement during and after the conclusion of a contract. Exceptions apply only if and insofar as Lissmac agrees expressly and in writing to incorporate the contracting party's business terms.

The acceptance of goods or services by Lissmac without express objection does not in any way imply the incorporation of the contracting party's business terms. Conflicting business terms do not affect the establishment of the contract if the parties have agreed on all fundamental points. Here the interpretation will be based on the concurring provisions of both sets of business terms and otherwise on the provisions of the law.

### 2. Ordering and Contract Conclusion

Only orders issued by Lissmac in writing are legally binding. Orders issued verbally or by telephone are valid only following their written confirmation by Lissmac.

Lissmac never recognizes contract terms on the contracting party's order confirmation forms. By accepting our order, the contracting party expressly waives its own terms and recognizes the Lissmac General Terms and Conditions for Purchasing as legally binding. Under no circumstances is it necessary for Lissmac to expressly object to the contracting party's general business terms.

Subsidiary agreements that deviate from these terms will be confirmed by Lissmac expressly in writing and apply only to the respective underlying contract.

If the contracting party does not accept our order within ten (10) business days following its receipt, Lissmac is entitled to withdraw the order, and the contracting party can derive no claims from such an order.

Release orders become binding if not objected to by the contracting party within five (5) business days following their receipt.

Lissmac may demand modifications to the delivered goods within the bounds of what is reasonable for the contracting party. The ramifications of such modifications, in particular regarding added or reduced costs and delivery dates, are to be agreed appropriately by common consent.

### 3. Quotations and Prices

Quotations submitted to Lissmac must be in writing as defined in §§ 126 and 126a of the German Civil Code (BGB). Quotations must be complete (covering all required goods and services) and are to be provided at no charge.

Prices are fixed prices and, unless otherwise agreed, understood to include packaging and be carriage paid to Lissmac or to an expressly agreed destination. Prices must always be indicated including their currency code (usually in EUR). Lissmac never recognizes price increases after a quotation has been submitted.

### 4. Delivery Times, Delivery Dates and Late Delivery

The agreed delivery dates and deadlines are binding. The specified calendar week is the week in which the goods must arrive at Lissmac's premises or at the expressly agreed

destination. Any delivery delays must be reported to Lissmac promptly and in writing, citing the reasons and the anticipated length of the delay.

Partial deliveries are permissible only with our express consent. In all other cases, the provisions of the law apply.

### 5. Shipment and Delivery Terms

Unless otherwise agreed in writing, all deliveries must include packaging and be carriage paid to Lissmac or to the expressly agreed destination. Goods may only be delivered during the normal daily business hours of Monday through Friday from 7:00 a.m. to 12:00 noon. The risk of carriage is always borne by the contracting party. The Lissmac order and subject references must be included in all shipping documents. Each shipment must also include a detailed delivery note with the aforementioned references. The contracting party bears the risk for late delivery if Lissmac is unable to process the delivery on time for lack of the aforementioned references.

If delivery ex works is agreed, Lissmac must receive a copy of the freight bill in addition to the delivery note. In such cases, the most affordable shipping option for Lissmac must always be selected. If the contracting party is required to select a more expensive shipping option to prevent delivery delays or as a result of delivery delays, Lissmac will not bear the additional freight costs.

Lissmac declines forwarder and cartage insurance and waives SLVS coverage. Lissmac will assume no insurance costs.

### 6. Transfer of Risk

The risk transfers to Lissmac when a delivery that is free from defects is duly surrendered to Lissmac on Lissmac's premises or at the expressly agreed destination.

### 7. Material Defects and Defects of Title (§§ 434 and 435 BGB)

The goods provided or services rendered by the contracting party must always be free from material defects and defects of title, irrespective of any assumed warranty. The contracting party is liable for ensuring that the goods or services it provides exhibit the agreed properties at the time of their delivery; represent the current state of the art; comply with applicable and current laws, regulations and guidelines of public authorities, trade associations and professional organizations; comply with safety and accident prevention regulations; and meet the customary technical standards (such as DIN and VDE) at the location where they are received. The contracting party's liability extends to the parts manufactured by its subcontractors. The authoritative values for dimensions, quantities and quality are those determined by Lissmac during its check of incoming goods and quality control.

Unless otherwise agreed, the expiration period for material defect claims is based on the provisions of the law (§ 438 BGB) and begins with the delivery and/or acceptance of goods that are free from defects at the stipulated destination.

Lissmac must promptly report obvious material defects in the delivered goods in writing as soon as they are detected through the processes of a proper business workflow. Hidden material defects may be reported at any time following their discovery within the expiration period for material defect claims.

If the delivered goods exhibit a material defect at the time of the transfer of risk, Lissmac may demand the repair of the defect or the delivery of goods free from defects, at its discretion. The associated costs are borne by the contracting party.

If the contracting party has made two unsuccessful attempts at subsequent performance, refused subsequent performance without cause or allowed an appropriate deadline extension to

elapse, Lissmac may elect to remedy the defect itself or commission a third party to remedy it on behalf of and at the cost of the contracting party. Here the contracting party must bear all necessary expenses incurred by Lissmac and its agents in remedying the defect and promptly settle any resulting claims. The legal right of withdrawal, the right to compensation for damages—in particular, the right to compensation for damages in lieu of performance—and the right of recourse as defined by §§ 478 f. BGB are reserved.

The expiration period begins anew for parts that are replaced. If more than 10% of the goods in a delivery exhibit defects, Lissmac is entitled to reject the entire delivery at the expense of the contracting party without checking the remaining goods. Acceptance of and payment for the goods by Lissmac do not signify Lissmac's recognition of the goods as being free from defects.

The contracting party warrants that all deliveries are free from third-party rights and especially that the delivery and contractual use of the goods do not infringe upon any patents or other industrial property rights of third parties (defects in title).

### **8. Invoicing**

Auditable invoices must be submitted to the postal address of Lissmac upon the delivery of goods or provision of services and must include the complete order data (order number, product number, AV number and ordering party). Invoices may not under any circumstances be enclosed within the consignment of goods. Partial invoices are possible only if corresponding partial deliveries or partial services were agreed. Invoices with incomplete or unverifiable order data will be rejected by Lissmac. After submission of the corrected invoice, Lissmac will settle the invoice amount, minus the agreed discount, according to the agreed discount period.

### **9. Payment Terms**

Unless otherwise agreed, complete and correct invoices are paid at a 3% discount within 14 days of their receipt or in full within 30 days. The payment period begins no earlier than upon receipt of the invoice by mail but not before receipt and acceptance of the contractual goods ordered or services rendered.

We do not recognize interest incurred prior to the due date or restrictions to the right to refuse performance, the right of retention or the right to offset.

If partial payment is agreed, the contracting party must submit absolute suretyships when first requested to do so together with the request for payment for all installments paid prior to delivery.

### **10. Industrial Property Rights**

The contracting party is liable for ensuring that the use of the delivered goods does not infringe upon any industrial property rights or other rights of third parties.

The contracting party indemnifies Lissmac from all resulting third-party claims and will reimburse Lissmac for all necessary expenses arising from such claims.

Lissmac reserves the sole ownership rights, industrial property rights and copyrights to samples, models, illustrations, drawings, calculations or other documents and files provided by Lissmac to the supplier. These items are subject to strict confidentiality and may not be made accessible to third parties without the express

consent of Lissmac. They may not be used for the contracting party's own purposes or outside purposes and must be returned to Lissmac without charge upon completion of the order.

### **11. Product Liability**

If the contracting party is responsible for a product defect, it is obligated, following an initial written request, to indemnify Lissmac from third-party damage claims to the extent that the cause lies within the contracting party's sphere of sovereignty and organization and the contracting party itself is liable to third parties. If such a product defect necessitates recall measures, the contracting party is obligated to reimburse all the necessary expenses that these measures may entail. The parties to the contract will notify each other in advance of the content and extent of any such recall measures, to the extent this is possible and reasonable, and provide each other with an opportunity to express a position. This does not affect other claims to which Lissmac is entitled.

### **12. Retention of Title**

Lissmac does not recognize retentions of title by the contracting party in any form whatsoever with the exception of simple retention of title.

### **13. Assignment of Claims**

The contracting party is not entitled to assign its claims against us or allow their acquisition by a third party without our written consent, which may not be unfairly denied. If the contracting party assigns its claims without our written consent, the assignment is nevertheless effective. Here Lissmac can—at its own discretion and in discharge of its obligation—perform its obligations to either the contracting party or the third party.

### **14. Place of Performance and Venue**

The place of performance is Bad Wurzach or the destination expressly named by Lissmac.

Regardless of the object value, the venue for both parties is the lowest court of first instance with jurisdiction over Bad Wurzach. This venue is not exclusive.

### **15. Data Privacy and Data Storage**

Personal data that is accumulated in the course of the contractual relationship is recorded and stored for data processing purposes and in compliance with applicable data privacy regulations (§ 26 of the German Federal Data Privacy Act, *Bundesdatenschutzgesetz*).

### **16. Applicable Law and Effectiveness**

German law applies to the exclusion of the UN Convention on the International Sale of Goods (CISG).

Each provision of these Purchasing Terms and Conditions is severable (§ 139 BGB).

The legal ineffectiveness of any one of the above provisions does not affect the validity of the other provisions. The provisions of German law apply in place of ineffective or omitted provisions or provisions that do not become a component of the contract.