

GENERAL TERMS AND CONDITIONS OF PURCHASE OF LÄPPLE GROUP

1 Scope

1.1 These Terms of Purchase shall apply to all legal relations regarding purchases between LÄPPLE Group, consisting of LÄPPLE AG, LÄPPLE AUTOMOTIVE GmbH, LÄPPLE Dienstleistungsgesellschaft mbH, LÄPPLE AUSBILDUNGS GmbH, FIBRO GmbH and FIBRO LÄPPLE TECHNOLOGY GmbH („Customer“), and their suppliers of goods and services („Supplier“). The Supplier's terms and conditions or other arrangements shall only apply if accepted by the Customer in writing. Neither the Customer's silence nor the performance of the order shall be construed to constitute such acceptance.

2 Conclusion and Modification of Contract

2.1 The Supplier's quotation shall be binding and free of charge to the Customer. Orders, contracts, call-offs, modifications, supplementary agreements and other statements and notifications must be made in writing (especially facsimile, EDI or email).

2.2 The Supplier shall confirm the Customer's orders in writing, listing all the major order data, within three (3) working days. Call-offs shall become binding not later than five (5) days after their receipt by the Supplier unless the Supplier objects within that period.

3 Scope of Goods and Services

3.1 Any services required for a proper performance, delivery or production and assembly process shall be the responsibility of the Supplier and shall be carried out at the Supplier's cost even if these services are not explicitly mentioned in the contract. In the event of excess deliveries, the Customer shall be entitled to reject these at the Supplier's cost.

3.2 If the material required for the production of the goods or performance of the services by the Supplier is delivered or provided by the Customer, the scope of the services shall also include free unloading of trucks and free transport from the parts' storage site to the assembly or service site. In case of installations, maintenance and assemblies, the services shall also include, at no extra

charge to the Customer, any documentation necessary to complete the same.

3.3 If the order involves research, designs, developments, drafts or similar services, the Supplier shall be obliged to hand over all results, especially design and shop drawings as well as documentations, user manuals, etc. to the Customer. With regard to software development, the scope of services includes the delivery of the software in source and object program form and the program development and application documentation.

4 Delivery Dates, Service Performance and Delay

4.1 The agreed dates and timeframes are binding; the date of receipt of the product or service by the Customer shall be of the essence of the contract. Partial deliveries shall not constitute performance of a contract. As soon as the Supplier becomes aware of delays, the Supplier must inform the Customer, stating the reasons for the delay and by how long the deadline is expected to be exceeded. A delivery/service provision fulfilled prior to the agreed dates entitles the Customer to reject the delivery/service free of charge until the due date. In the event of delay on the part of the Contractor, the Customer is entitled to demand a contractual penalty of 0.2% of the net order value for each day of the delay started, but no more than 5% of the net order value. Any other statutory claims of the Customer for damages remain unaffected. The contractual penalty is set off against the delay damage to be compensated by the Contractor. Acceptance of the delayed delivery does not constitute a waiver of claims for damages. In the event of delay on the part of the Supplier, the Customer shall be entitled to payment of an administration fee in the amount of 80 Euro.

4.2 Each delivery of goods shall be accompanied by a delivery note containing at least the Customer's order number. The Supplier shall request written confirmation of receipt of deliveries from the specified point of receipt at the Customer. In case of direct deliveries to a client of the Customer, a neutral delivery note shall be used and a dispatch note signed by the carrier shall be sent to the Customer for accounting purposes.

4.3 If the contract is for the sale of goods (including those

involving the carriage of goods), the risk in the goods shall always pass to the Customer upon handover of the goods at the point of receipt specified by the Customer. If the contract is for the provision of services by the Supplier, the risk shall always pass to the Customer upon acceptance of the services performed.

- 4.4 The Supplier undertakes to meet the applicable laws and government regulations, especially in respect of safety and security, health and environmental protection. Weighing, consignment and consignee notes for transportation and waste disposal must be handed over to the Customer immediately and are deemed part of the service owed.

5 Prices and Payment Terms

- 5.1 The agreed prices are fixed prices. Unless agreed otherwise, payments shall be made at a 3% discount within 14 days or net within 60 days. The payment period commences upon receipt by the Customer of the contractually agreed goods or service and of a correct and verifiable invoice. Any delivery of goods/services prior to the agreed date shall not affect the payment deadline tied to said date.
- 5.2 The Customer's order number and other relevant reference data must be stated on every invoice. Separate invoices for partial deliveries/services will be accepted only where this was agreed between the Customer and the Supplier. Any warranty claim that may arise at a later date shall remain unaffected by the payment.
- 5.3 If defects are reported, the Customer shall be entitled to defer payment of a reasonable amount of the invoice until such complaint has been fully settled, and to deduct any discount in accordance with clause 5.1 from the amount withheld even after this period.

6 Warranty Claims

- 6.1 The warranty period shall be 36 months commencing upon passing of the risk, unless the law prescribes a longer period. Upon the Customer's written notification of defects, the limitation period for the Customer's warranty claims shall be suspended for as long as one of the parties refuses negotiations or the continuation of negotiations. If defects are rectified, the warranty period for such goods or services shall start anew. The Customer will not waive the Customer's warranty rights by taking delivery or approving samples presented.
- 6.2 If the Customer demands rectification of defects, the

Customer shall have the right to choose the manner of rectification. If the Supplier defaults on the Supplier's duty of rectification, the Customer shall be entitled to remedy the defects or have the defect remedied by a third party at the expense of the Supplier.

- 6.3 The Customer will inspect incoming deliveries only for visible defects and deviations in terms of identity and quantity. Such defects shall be notified without undue delay. In addition, the Customer shall notify defects as soon as they are detected in the ordinary course of business. Insofar the Supplier waives the defence of late notification of defects.

7 Liability and Damages

- 7.1 Unless provided otherwise herein, the Supplier shall be held liable for damage and losses incurred by the Customer and/or undertakings affiliated with the Customer in accordance with section 15 et seq. of the German Stock Corporation Act (Aktiengesetz, AktG) as a result of the Supplier's breach of the Supplier's contractual obligations.
- 7.2 The Seller shall indemnify the Customer and all undertakings affiliated with the Customer in accordance with section 15 et seq. AktG from and against any liabilities, costs, damage and expenses (including court and other legal costs) resulting from damage to property or injury to persons caused by (a) a faulty product, (b) intentional or negligent breach of a duty by the Supplier or the Supplier's employees, agents, subsuppliers or other representatives, or (c) non-compliance with applicable laws, regulations, provisions or notices.

8 Compliance with Accident Prevention Regulations and Force Majeure

- 8.1 Where installation and assembly work is performed on the client's construction site or the Customer's premises, the Supplier shall be responsible for compliance with all accident prevention regulations and works regulations of the client or the Customer or with any other regulations brought to the Supplier's notice; the Supplier shall ensure to read and understand the regulations brought to the Supplier's notice. The Supplier must observe the Customer's safety information sheet for members of external organisations.
- 8.2 Industrial disputes, governmental interventions, natural disasters or other unforeseeable, exceptional and unavoidable circumstances beyond the control of, and not

caused by, the Customer or the Supplier, will release the Customer and the Supplier from their obligations for the duration and to the extent of the force majeure event. The affected party will without undue delay notify the occurrence and the expected duration of such circumstances. If the fulfilment of the contract becomes impossible or economically unreasonable for the affected party as a result of these circumstances, the other party shall have the right to extraordinary termination of the contract.

9 Free Issue Items, Ownership, Rights of Use

- 9.1 All materials, parts or other items (in particular models, tools, patterns, plans) and documents of any kind („**free issue items**“) provided by the Customer shall remain the property of the Customer and may only be used for the fulfilment of an order or performance of a service. They must be labelled as the Customer's property and stored separately by the Supplier. Before working or processing them, the Supplier must examine them for completeness, accuracy and suitability for the intended purpose and shall notify any deviations and failings. Any deficiencies, in particular safety-relevant deficiencies, must be immediately communicated to the Customer in writing. The Supplier shall bear any additional expenses, consequential losses and full liability resulting from failure to comply with the obligation to inspect and report defects. The Supplier shall be liable to the Customer for any damage, demise or destruction of the free issue items and for all consequential damage even if the Supplier is not at fault.
- 9.2 If the Supplier makes an improvement on any goods or services provided under a contract, the Customer shall have a free, non-exclusive right to use this improvement in a commercial context and any intellectual property rights in it.
- 9.3 Where free issue items are processed, mixed or combined with other items, the Customer shall acquire co-ownership in the new item in proportion of the value of the free issue item to the value of the other items mixed or combined with it. Where the Supplier's item is regarded as the main item, it shall be agreed that the Supplier transfers proportionate ownership to the Customer; the Supplier shall preserve the sole ownership or co-ownership for the Customer.
- 9.4 The provisions set out in clauses 9.1 to 9.3 also apply to forms, tools or similar devices or means for the pro-

vision of the services or manufacture of goods, which are wholly or partially produced at the Customer's expense and in accordance with documents provided by the Customer to the Supplier. Any changes thereto shall require the Customer's consent. It is understood that title to the above-mentioned items shall also pass to the Customer and that said items are stored for the Customer free of charge and in a proper manner.

- 9.5 The Customer shall have the exclusive, perpetual and worldwide right to use the goods sold, manufactured or created as a result of services in any manner. The Customer has the right to file intellectual property rights. If the Supplier uses standard software for the provision of goods and services, the Customer shall have a non-exclusive, perpetual and worldwide right to use said software at least to the extent permitted by statute. The Customer shall in particular be entitled to use such software without restriction on several systems and to grant the Customer's clients a simple right of use of said software.

10 Quality Management and Assurance

- 10.1 The Supplier shall monitor the quality of the Supplier's services on a permanent basis. The Supplier shall conform to generally accepted technical rules and standards, safety regulations and the agreed technical specifications. Technical alterations or organisational changes shall require the explicit written approval of the Customer prior to their implementation. The Supplier shall immediately inform the Customer of any necessary variation. The Supplier further undertakes to provide the Customer, without prior request, with up-to-date safety data sheets.
- 10.2 The Supplier shall ensure that the goods to be manufactured or delivered to the Customer under the contract comply with the EU's origin requirements. The Supplier shall, without solicitation, provide the Customer with the corresponding certificates of origin. The Supplier undertakes to transmit, without request and for all manufactured or delivered goods, the supplier's declaration in accordance with Council Regulation (EC) No 1207/2001 or Commission Implementing Regulation (EU) 2015/2447 within 30 days from production or delivery. The Supplier of goods also undertakes to display the country of origin and the 8 digit commodity code on quotations and invoices. Changes shall be communicated in writing without any delay.

10.3 The Supplier undertakes to communicate all relevant legal and regulatory requirements and all relevant specific product- and process-related parameters to the Supplier's (sub)contractors along the Supplier's entire supply chain.

11 Exemption from Product Liability

11.1 If the Supplier is responsible for a defect in the product manufactured by the Customer, the Supplier shall be obliged to indemnify the Customer on first demand from and against claims for damages made by third parties if the cause of such product damage lies within the Supplier's control and organisation and the Supplier is liable or would be held liable for the same towards third parties. In this context, the Supplier shall also reimburse any costs and expenses (including legal costs and costs of any warning, exchange or recall action or any service measure carried out by the Customer or a client of the Customer). The Customer shall, as far as practicable and reasonable, inform the Supplier and give the Supplier the opportunity to comment on the content and scope of the recall or service measures to be implemented. Insofar, the Supplier waives the Supplier's right to plead the defence of limitation, unless the Customer can itself plead limitation against the claimant's claim. The same shall apply to faulty planning services (irrespective of whether they are independent services or part of a wider service), as well as faulty design, instruction and manufacturing of the goods and any consequential damage associated therewith.

11.2 The Supplier undertakes to effect all insurance required in connection with the contract with adequate and sufficient coverage, including, without limitation, product liability insurance. The insurance policies must remain in place until possible claims for defects become time-barred.

12 Intellectual Property Rights

The Supplier shall ensure that the intellectual property rights of third parties will not be infringed by any delivery of the goods, performance of the services or use of the purchased goods. The Supplier shall indemnify the Customer from and against any claims arising from the use of such rights.

13 Confidentiality, Obligation to Return

The Supplier shall treat all information obtained during

the business relationship and all free issue materials provided as secret and/or lock them away. On request, they shall be returned, free of charge, to the Customer immediately, but not later than as soon as they are no longer required for the performance of the services. The Supplier shall have no right of retention. The Supplier's obligation not to disclose or otherwise use confidential information shall expire not earlier than five (5) years after end of the contractual relationship between the parties. The Supplier shall not use any information gained while processing the order for any other purpose, duplicate, disseminate or otherwise make available information to third parties without the express consent of the Customer.

14 Assignment of Claims, Subcontractors

14.1 The Supplier may not assign the Supplier's claims against the Customer without the Customer's consent. This shall be without prejudice to section 354a of the German Commercial Code (Handelsgesetzbuch, HGB).

14.2 The involvement of subcontractors shall require the Customer's consent.

15 Regulatory Compliance and Environmental Protection

15.1 The Customer undertakes to comply with applicable laws and regulations, including, without limitation, those regarding treatment of employees (including compliance with the German Minimum Wage Act (Mindestlohngesetz, MiLoG) and the German Temporary Employment Act (Arbeitnehmerüberlassungsgesetz, AÜG) by the Supplier and subcontractors employed by the Supplier), environmental protection and work safety. The Supplier will not carry out or refrain from any act that may lead to criminal liability for fraud or embezzlement, insolvency-related offences, competition offences, or corruption of persons employed by the Supplier or other third parties.

15.2 The Supplier strives to ensure that the Supplier's production process is as safe as possible and that the Supplier's business creates as little impact on the environment as possible. The Supplier guarantees that the Supplier's goods do not pose a threat to public health or the environment under normal use.

15.3 For this purpose, the Supplier undertakes to submit to the Customer upon the Customer's request suitable documentation proving the Supplier's compliance with applicable laws and regulations.

15.4 Irrespective of the term of the contract, the Supplier shall indemnify the Customer from and against any claims made against the Customer as the result of a breach of clause 15.1.

16 Rights to Withdrawal and to Termination

16.1 In addition to the statutory withdrawal and termination rights, the Customer shall be entitled to withdraw from the contract or immediately terminate the contract if the Supplier's financial situation deteriorates substantially or is in danger of deteriorating, and if there is reason to assume that this may affect future deliveries, especially when payments/deliveries are stopped.

16.2 The Customer shall also be entitled to terminate the contract at any time, by written notice specifying the reason, if the ordered goods or commissioned services are no longer useful to the Customer's business as a result of circumstances occurring after the conclusion of the contract. In such case, the Customer will pay the

Supplier for the partial service demonstrably performed by the Supplier.

17 Statutory Rights and Entitlements

Unless otherwise provided herein, the above shall be without prejudice to any statutory rights and claims (such as damages entitlements and warranty rights, withdrawal and termination rights) of the Customer.

18 Miscellaneous

- 18.1 The contractual relationship shall be governed by and construed in accordance with the laws of Germany without regard to the UN Convention on Contracts for the International Sale of Goods (CISG). The courts of Heilbronn/Neckar shall have jurisdiction over all disputes, unless another court has exclusive jurisdiction. The Customer is, however, entitled to bring the Customer's claims before any other court having statutory jurisdiction.
- 18.2 Place of performance shall be the place specified by the