



General Terms and Conditions of Purchase of LWT GmbH

1. Scope of application

We order exclusively on the basis of these General Terms and Conditions of Purchase. Any other or deviating terms and conditions of the supplier shall not apply unless we have expressly recognized them in writing.

The order and acceptance of deliveries or services do not constitute acceptance or acknowledgement of the supplier's terms and conditions.

2. Offers, documents

2.1. Offers by the Supplier must always be submitted in writing or in text form (e-mail, fax, etc.) and are without obligation to pay remuneration.

2.2. The drawings, plans, illustrations, calculations, models, samples and other documents provided to the supplier for the purpose of submitting an offer shall remain our property. We reserve the rights of use and exploitation as well as all intellectual property rights.

The supplier shall sign a non-disclosure and confidentiality agreement (NDA: None Disclosure Agreement) for an unlimited period of time upon request.

The supplier may not hand them over or make them accessible to third parties without our express written consent.

2.3. If the information referred to in section 2.2. is provided to him in connection with the submission of an offer or order, he may use it exclusively for the purpose of submitting his offer or processing the order.

They must be returned to us without being asked or destroyed if no order is placed or on request if an order that has been placed has been processed.

3. Orders

3.1. Orders are only legally binding if we place them in writing or in text form (e-mail, fax, etc.).

Orders placed verbally or by telephone require subsequent confirmation by us in writing or text form (e-mail, fax, etc.). In the case of deliveries that are not made on the basis of a proper order in accordance with the above provisions, we may refuse acceptance and payment.



refuse delivery. In the event of ambiguities in the order, these must be clarified by contacting the supplier in writing or text form (e-mail, fax, etc.).

3.2. The supplier is obliged to confirm acceptance of the order in writing or text form (e-mail, fax, etc.) within a period of three days.

3.3. If order acceptances or letters of confirmation from the supplier deviate from the order, the supplier is obliged to expressly point this out

An order acceptance that deviates from the order constitutes a new offer. In this case, a contract is only concluded with our consent in writing or text form (e-mail, fax, etc.).

3.4. The commissioning of a subcontractor requires our prior written consent. The supplier's obligations towards us shall remain unrestricted and he shall be liable for any errors of his subcontractor as for his own errors.

4. Prices, delivery, packaging

4.1. The prices stated in the order are binding. The Incoterms 2010 DAP (Delivered At Place) shall apply to all deliveries, unless the parties have expressly agreed otherwise. The price stated in the order includes all costs for a delivery in accordance with the agreed Incoterms.

4.2. Changes due to subsequent cost increases are excluded, regardless of the reason, unless expressly agreed otherwise.

4.3. If the prices are not listed in our order, the supplier must state these in his order confirmation. In this case, the contract shall only come into effect upon further confirmation by us in writing or text form (e-mail, fax, etc.).

4.4. If, in exceptional cases, prices are agreed ex works, ex warehouse of the supplier or of a third party, all costs incurred up to handover to the transport company, including loading and cartage, shall be borne by the supplier.

In the case of international deliveries, e.g. overseas deliveries, all costs from the supplier's plant to the place of unloading, including the return of containers, pallets, special packaging, etc., including individual customs clearance, must be shown or included in the offer.

4.5. The supplier must inform us immediately of the processing of a delivery by means of a dispatch note. On this as well as on other orders



Our order number or codes must always be stated on all documents and invoices.

- 4.6.** The supplier shall use environmentally friendly packaging materials that are recyclable wherever possible. In international - in particular non-European - goods traffic, tested and specially treated materials may have to be used; these must be verified by means of certificates if required.

5. Invoice, payment

- 5.1.** Invoices shall be issued in duplicate with all necessary supporting documents and with reference to the order data. Delays due to non-compliance with these requirements shall be borne by the supplier. In such cases, payment periods shall not begin to run before the submission of verifiable invoices that comply with these regulations.
- 5.2.** We have the right to make payments within 14 calendar days with a 3% discount or net after 30 calendar days. The periods shall commence upon receipt of the invoice, but not before complete delivery or performance free of defects.
- 5.3.** We are entitled to statutory rights of set-off and retention under the conditions specified therein.
- 5.4.** Agreed advance payments to the supplier must be secured with a corresponding advance payment guarantee, waiving the defense.

6. Dates, deadlines, contractual penalty

- 6.1.** Agreed delivery dates and deadlines are binding and are calculated from the date of the order. The arrival of the delivery at the place of receipt specified in the order or the successful acceptance, if such is contractually agreed or provided for by law, shall be decisive for compliance.
- 6.2.** If the supplier realizes that he will not be able to meet the dates or deadlines, he must inform us immediately in writing, stating the reasons and the expected delay. The acceptance of the new delivery date requires our consent in writing or text form (e-mail, fax, etc.); it is neither given by the supplier's notification nor by silence on our part in response to this notification.
- 6.3.** If the supplier is in default of delivery, we shall be entitled to the statutory claims. In particular, we are entitled to demand compensation instead of performance and to withdraw from the contract after a reasonable grace period has expired without result. Premature deliveries or individual deliveries



We shall only recognize such defects in individual cases or if this has been expressly agreed. Otherwise, we have the right to return the delivery at the supplier's expense. Even if we accept an individual delivery, we are not obliged to make premature payments.

- 6.4.** If we do not expressly exclude a contractual penalty, a flat-rate contractual penalty of 2% of the order value shall apply for each week of delay in delivery, but limited to 10% of the order value. Further costs incurred by the client (management, construction management costs, assembly waiting times, new procurement, etc.) shall remain unaffected by this.

7. Condition - Implementation regulations

- 7.1.** The properties or features stated in the specification according to the order or in quality assurance agreements must be fulfilled by the purchased item as agreed quality features.
- 7.2.** If the supplier receives drawings, samples or other specifications, standards etc. from us, these shall be solely authoritative for the type, quality and design of the goods to be delivered.

All statutory and institutional guidelines and laws must be complied with. The local standards and specifications must be complied with, particularly in the case of foreign projects, unless the client has already described these in the order.

- 7.3.** In the case of series production according to our specification, this may only be started after our sample approval in written or text form (e-mail, fax, etc.). Any reservations that the supplier has regarding our specification must be communicated immediately. In this case, sample production or other fulfillment of the contract may not take place until an agreement has been reached between the parties.
- 7.4.** The delivered goods must comply with the applicable statutory accident prevention regulations, VDE regulations, other statutory regulations and ordinances as well as the recognized rules of technology.

8. Liability for material defects

- 8.1.** The supplier shall ensure compliance with the guarantees assumed by it and shall ensure that the deliveries or services are free of defects. In particular, they must also comply with the relevant public law provisions, guidelines and regulations of authorities, professional associations, etc.



- 8.2.** In the event of defects, we shall be entitled to the statutory claims for defects. In particular, we are entitled to demand that the supplier either rectify the defect or deliver or manufacture a new product. The costs incurred in connection with subsequent performance shall be borne by the supplier. The statutory right to compensation for damages, compensation for damages instead of performance or the assertion of warranty claims shall remain reserved.
- 8.3.** In cases of risk of disproportionately high damage or other special urgency, we shall be entitled to remedy defects at the supplier's expense if we have tried to reach the supplier without success or if this is not appropriate due to special urgency. This does not release us from the obligation to inform the supplier immediately of such measures.
- 8.4.** The limitation period for claims for defects is 36 months, unless a longer period is provided for by law or by our customer. The period begins with the transfer of risk, but is suspended during negotiations about a defect or begins again if the supplier acknowledges a defect.
- 9. Product liability, indemnification against third-party claims, insurance, industrial property rights**
- 9.1.** If a claim is made against us under product liability regulations due to a defective product, we are entitled to charge the supplier for any damages incurred by us, insofar as the supplier is responsible for the defect. The supplier shall indemnify us against claims for damages by third parties if the defect is attributable to the supplier's area of responsibility.
- 9.2.** The supplier shall reimburse us for measures that we take to prevent product liability damage in such cases to an appropriate and necessary extent. We shall inform him of the content and scope of such measures, in particular if a recall action is to be carried out. Other statutory claims to which we are entitled shall remain unaffected.
- 9.3.** The supplier undertakes to insure itself against all risks arising from product liability to a sufficient extent and to provide proof of insurance on request. The same shall apply to any further liability insurance required to fulfill the order.
- 9.4.** The supplier owes deliveries or services free of third-party property rights, in particular for the contractually agreed purposes of use.
- 9.5.** The supplier shall indemnify us against claims by third parties due to resulting infringements of industrial property rights and shall reimburse us for all expenses incurred by us due to claims by third parties if these are based on a culpable breach of duty by the supplier or its vicarious agents.



10. Withdrawal from the contract - Compensation

- 10.1.** If the supplier does not fulfill the obligation assumed with the order confirmation or does not fulfill it in accordance with the contract, we can withdraw from the contract after the unsuccessful expiry of a reasonable period for performance and demand compensation instead of performance.
- 10.2.** In particular, we shall be entitled to withdraw from the contract if the supplier breaches its obligation under Clause 13.
- 10.3.** We shall also have the right to withdraw from the contract if the supplier suspends deliveries or applies for the opening of insolvency proceedings.
- 10.4.** The right to extraordinary termination for good cause in the case of continuing obligations remains unaffected.

11. Retention of title, provision of materials

- 11.1.** We object to retention of title regulations and declarations of the supplier that go beyond the simple retention of title.
- 11.2.** Any tools, drawings or other documents provided to the supplier in connection with the conclusion or execution of the contract (as listed in section 2.2.) shall remain our property. Tools provided to the supplier may only be used for the production of the deliveries to be manufactured for us.
- 11.3.** The processing or transformation of materials provided by the supplier shall be carried out on our behalf. If the materials provided are processed with other goods, we shall acquire co-ownership of a newly created item in the ratio of the value of our materials provided to the other processed items at the time of processing.

If items provided by us are inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the items provided to the other items at the time of mixing. If the mixing results in the supplier's items being regarded as the main item in relation to the items provided by us, the supplier shall transfer co-ownership of the new item to us on a pro rata basis and shall store it for us.



12. Prohibition of assignment

Rights and obligations of the supplier arising from the contract are not assignable or transferable without our written consent. § Section 354a HGB remains unaffected by this.

13. Secrecy

The supplier is obliged to keep confidential all drawings, plans, illustrations, calculations, models, samples and other documents provided to him, unless they are generally known or have been made publicly accessible. He may only disclose or pass them on to third parties with our express written consent if he has obliged third parties to maintain comparable confidentiality. The supplier shall be liable to us for breaches of contract by commissioned third parties in the same way as for its own misconduct. The confidentiality obligation shall survive the termination of the contract. The confidentiality obligation shall only expire if and to the extent that the knowledge contained in the documents provided has become generally known.

If the supplier breaches this confidentiality obligation, it shall be obliged to pay us a contractual penalty. The amount of the contractual penalty shall be at our reasonable discretion and, in the event of a dispute, shall be reviewed by the competent court for its fairness. Further claims remain unaffected by this. There is an express prohibition of advertising in written documents, logos, advertisements and the Internet and is punishable by our client.

14. Place of performance, choice of law, place of jurisdiction, miscellaneous

14.1. The place of performance for the supplier's obligations is the shipping address stated in the order

14.2. The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

14.3. The place of jurisdiction is the court responsible for our registered office. However, we are also entitled, at our discretion, to sue the supplier at its general place of jurisdiction.

14.4. Severability clause

Should any provision of these terms and conditions be invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. The invalid provision shall then be replaced by a legally permissible provision which achieves the meaning and purpose of the provision in as similar a manner as possible.