General Conditions of Purchase of LÖMI GmbH (12/2024)

1. Area of applicability

The following conditions of Lömi GmbH (Purchaser) apply for all contracts concluded between the Purchaser and the Seller for the supply of goods and services. Deviating conditions of the Seller which the Purchaser does not expressly recognize are non-binding for the Purchaser, even if the Purchaser accepts the delivery from the Seller without reservation and is aware of conditions of the Seller which are conflicting or deviating from its own conditions.

The Purchaser is bound to its offer for one week for the conclusion of a contract of sale (order). The Seller can only accept the offer by written declaration to the Purchaser within this week. Only orders issued in writing are legally binding. Verbal orders or those issued by telephone require a subsequent written confirmation for their legal validity. The same applies for verbal side agreements and changes to the contract. Arrangements with other departments, insofar as agreements made in this connection after specified elements of the contract, require the express written confirmation by the purchasing department in the form of a supplement to the contract. Services or deliveries performed without a written order are not recognized or paid for. Offers are non-binding for the Purchaser. Payments are not conferred for visits or for the elaboration of quotations, cost recommendations, projects, etc.

The Purchaser retains all ownership and copyrights to figures, drawings, calculations and other documentation; they may not be made accessible to third parties without express written permission. They may only be used for the production on the basis of the order. After the execution of the order, they must be returned to the Purchaser without request. They are subject to confidentiality towards third parties

2. Prices / delivery / packaging

The price specified by the Purchaser in the order is binding and excludes additional claims of all types. The costs for packaging and transport up to the delivery address or location of use specified by the Purchaser, as well as for customs formalities and customs are included in these prices, insofar as nothing different is expressly agreed. The agreement on the place of fulfilment is unaffected by the type of pricing. The price is to be understood as a net amount to which the legally prescribed value-added tax is to be added at the valid rate.

Even without express reference, the price from the present offers from the Purchaser applies. The purchaser must be notified in writing of upcoming price increases at least six weeks before they take effect and thorough justification must be provided. The seller must properly package, secure, label and ship the goods so that they arrive in good condition and undamaged at the delivery location and at the time specified in this contract. Packaging material must conform to the applicable regulations and laws. The delivery takes place at the risk of the purchaser. If nothing different is specified, the Purchaser is not obligated to return packaging or packaging material. If the Purchaser is billed separately for packaging costs, the Seller must accept the return of all packaging and packaging

materials and is responsible for all expenses in connection with this return shipment and the disposal in accordance with legal regulations. In this connection, the Purchaser is entitled to withhold a reimbursement amounting to two thirds (2/3) of the billed packaging costs for the return if this packaging, insofar as it is in good condition.

3. **Delivery / default in delivery**

The delivery date specified in the order is binding. Partial deliveries are only permitted after prior agreement with the Purchaser; excess deliveries are returned to the Seller at its expense. The Seller is obligated to immediately inform the Purchaser if circumstances arise or become recognizable in which it becomes apparent that the binding delivery time cannot be adhered to. In the event of default in delivery, the Purchaser is entitled to the statutorily prescribed claims without limitation. In particular, the Purchaser is entitled to demand compensation for damages and a withdrawal from the contract instead of performance after the unsuccessful lapse of a reasonable extension. Irrespective of its legal rights, the Purchaser can demand a contractual penalty of one (1) per cent of the order value for each new week begun, however, totaling no more than five (5) per cent of the order value. The Purchaser has the right to deduct the contractual penalty from unpaid claims of the Seller. The Seller may only base this delay on awaited documentation to be delivered by the Purchaser, if the documentation was requested in writing and not provided within a reasonable period of time.

4. **Payments**

The terms of payment specified on the order of the Purchaser apply exclusively. Insofar as nothing different is agreed upon in the individual case, the payment takes place with a cash discount, calculated after the date of the receipt of invoice. If the delivery takes place at a later time, the receipt of the goods is authoritative for the cash discount period. If the delivery is received before the agreed delivery date, the agreed delivery date is authoritative for the beginning of the payment period. Insofar as certificates for the material testing (e.g. company certificate, test record, heat treatment record, etc.) are agreed to, they form an integral component of the contract and must be sent to the Purchaser together with the goods. The payment period for invoices does not begin before the receipt of the agreed documents.

Insofar as the delivery takes place with deficiencies and does not conform to the type, quality and quantity specified in the order, the Purchaser is entitled to withhold payment until the Seller has rectified the deficiency. The withholding of the payment may not be disproportionate; the withheld amount may not exceed three times the amount of the costs of subsequent improvement.

In the case of payments in advance by the Purchaser, an adequate security, such as a bank guaranty, must be provided. Insofar as nothing different was agreed upon in regard to partial deliveries, the Purchaser makes payment once the complete delivery has taken place. The provision of payment does not, as a basic rule, indicate that the delivery/performance is recognized as having taken place in accordance with the contract and error-free. The Purchaser is entitled to offsetting rights and rights of retention to the full extent prescribed by law. The Purchaser is entitled to assign all claims from the purchase contract without the approval of the Seller. The Seller is not entitled to assign claims from the contractual relationship to third parties without the prior written approval of the Purchaser.

5. **Retention of title / confidentiality**

If the Purchaser provides the Seller with "materials" (tools, materials, drawings, specifications and other materials or data) in connection with the contract, these materials remain the exclusive property of the Purchaser and must be returned to the Purchaser in good condition with the exception of normal wear. They may only be used by the Seller for the fulfilment of the contract and may only be utilized outside of this contact and/or provided to or made accessible to third parties with the written authorization of the Purchaser.

Until the Seller returns all materials to the Purchaser, these materials are transferred to the Seller at its own risk and must be insured by the Seller at its own expense against all risks of loss, theft or damage. If the Seller's property is to be considered the main item after a combination, the Seller is obligated to transfer proportional co-ownership to the Purchaser. In this case, the Seller holds the sole or co-ownership of the Purchaser on its behalf. The Seller must determine whether the materials are suitable for the intended purpose. The Purchaser issues instructions for the use, handling or destruction of excess or scrap material.

The Seller is obligated to the non-disclosure of all confidential information and business secrets revealed by the Purchaser, as well as the non-disclosure of the prices which are paid by the Purchaser for the goods, and to not utilize this information for any purpose other than the fulfilment of the contract. This obligation outlives the cancellation of the contract. If one of the contractual partners becomes aware that information to be kept confidential has come into the possession of unauthorized third parties or a document to be kept confidential has been lost, it must immediately inform the other contractual partner of this situation. In addition, the non-disclosure agreement concluded between the parties applies.

6. Warranty / liability / insurance coverage

The Purchaser is obligated to check the goods within a reasonable period for any deviations in quality and quantity; the complaint has been received by the Seller on a timely basis insofar as it is received within a period of five work days, calculated from the receipt of goods or, in the case of hidden damage, from the time of discovery.

The Purchaser is entitled to the statutory claims for defects without limitation; in any case the Purchaser is entitled to demand that the Seller immediately rectifies the defects or delivers a new item according to its own discretion. The right to compensation for damages, especially the right to compensation for damages instead of the performance is expressly reserved. The Seller bears all expenses arising in connection with the rectification of defects. The Purchaser is entitled to carry out the rectification of defects on its own at the expense of the Seller if there is danger in delay or there is a special urgency. The period of limitation is 36 months, calculated from the transfer of risk.

7. Product liablilty

Insofar as the Seller is responsible for product damages, it is obligated to indemnify the Purchaser from the damage claims of third parties on the initial request, as the cause lies in its domain and it is liable itself in external relations.

In the scope of liability for damage claims of the first paragraph, the Seller is also obligated to compensate for any expenses in accordance with §§ 683, 670 BGB [German Civil Code], as well as §§ 830, 840 426 BGB, which arise from or in connection with a product recall. Legal claims remain unaffected by this. The Seller is obligated to provide sufficient product liability insurance; any additional damage claims remain unaffected by this.

8. **Property rights**

The Seller is responsible to ensure that none of the rights of third parties are violated upon in connection with its delivery. If claims are asserted against the Purchaser by a third party in this connection, the Seller is obligated to indemnify the Purchaser from all claims on initial request. The duty of indemnification is based on all expenses which arise for the Purchaser from or in connection with the claim by a third party.

9. **Premature cancellation**

The Purchaser may cancel the order entirely or in part. Insofar as the Purchaser cancels the order entirely or in part, it is only obligated to accept and pay for the part of the goods already delivered. Additional claims of the Seller, especially in regard to the payment and acceptance of the remainder of the delivery, are excluded. Insofar as the Seller continuously or sustainably breaches the aforementioned conditions and/or those from the order, the Purchase has the right to cancel the order without any liability.

10. **Jurisdiction / place of fulfilment / conclusive regulations**

The place of fulfilment and exclusive jurisdiction for deliveries and payments (including disputes over dishonored bills), as well as all disputes arising between the parties from the contracts concluded between them is the location of the registered office of the Purchaser, insofar as the Seller is a merchant in the sense of German Commercial Code (HGB). The Purchaser also reserves the right to settle the dispute at the location of the registered office of the Seller. The relationship between the contractual parties is regulated exclusively in accordance with the valid laws in the Federal Republic of Germany. If a regulation of these general conditions of purchase should be or become invalid or ineffective, this does not affect the validity of the remainder of the General Conditions of Purchase.