

# General purchasing conditions of ELEKTROFORM Society for electroplating technology

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## I. Definition

I.1. "Supplier" is ELEKTROFORM functional electroplating technology mbH & Co. KG. "Purchaser" is the company that accepts the supplier's offer or the company that submits an offer to the supplier to conclude a purchase contract. "Product" is the item to be delivered on the basis of a contract concluded between the customer and the supplier.

## II. Scope

II.1. The following terms and conditions only apply to companies, legal entities under public law and special funds under public law.

II.2. The following terms and conditions apply exclusively. The supplier does not recognize conditions of the customer that contradict or deviate from these conditions, unless they are (i) purchasing conditions as recommended by the Association of the German Automotive Industry (VDA), for general terms and conditions for the purchase of production material and spare parts intended for automobiles, or (ii) he would have expressly consented to their validity in writing. The following conditions also apply if the supplier carries out the delivery to the customer without reservation in the knowledge of conflicting or deviating conditions of the customer.

II.3. If the customer's terms and conditions correspond to the before mentioned VDA conditions, these take precedence over these conditions if they deviate from the supplier's conditions.

II.4. These conditions also apply to future contracts in the case of a permanent business relationship.

## III. Review of requirements for products and services

III.1. If the customer informs the supplier what use he intends to use the products or services ordered by him, the offer of the supplier is based on the assumption that the topics addressed in the following questions are irrelevant to the product requested by the customer because the customer has already given the supplier relevant information elsewhere. If one or more of the following questions are relevant, the customer is obliged to inform the supplier of this before the supplier enters into an obligation to the customer. Are there any requirements not mentioned in the inquiry with regard to 1. the packaging and delivery of the part to

the customer (blister packaging, use of a specific packaging material, cleanliness requirements, handling of the customer's own load carriers); 2. the handling of the part by the customer (robustness, shock and vibration resistance, drop heights); 3. the storage of the part by the customer (insensitivity to environmental factors such as light, humidity, temperature, air pressure and inherent durability of a part); 4. production by the customer; 5. the requirements for the part in the overall system (robustness, shock and vibration resistance); 6. the influences of the part on its system environment; 7. the influences of the system environment on the part; 8. temporal factors such as Wear or material fatigue in the specific installation situation; 9. the influences of the overall system on the part; 10. the influences of the part on the overall system; 11. Influences of the users of the overall system (e.g. contaminated work clothes, gross motor use, below-average training level of the users); 12. Influences of legal provisions as far as they are known to the customer; 13. Influencing factors that deviate from the usually assumed use in terms of space, time or technology or that should otherwise be specifically pointed out (e.g. climatic conditions, average duration of use, shaking, vibrating movements); 14. Influencing factors resulting from the intended use under regional, climatic and legal conditions; 15. Influencing factors that can affect the function, functionality and / or service life with regard to the environment of the overall system, insofar as they are not part of the scope of the order? 16. Does the customer deviate from the quality and / or use of the operating and auxiliary equipment that is usually assumed when using operating and auxiliary equipment? 17. If the part to be delivered by the supplier is subject to further installation or further processing requirements with regard to mechanical, thermal or electrical load capacity, electrostatic compatibility, handling, which make a modification of the part necessary? 18. Which interface parameters are required for validation, including test procedures, test methods and test equipment? 19. Does the customer have knowledge of legal or regulatory requirements that deviate from the requirements that are usually assumed?

III.2. Deviating from Section 8.4.2.2 and Section 8.6.3 IATF, the parties agree that we are not obliged to determine legal and regulatory requirements in the countries of destination specified by the customer. According to the prevailing opinion in case law and literature, this obligation applies exclusively to the person appointed.

#### IV. Offers - offer documents, order confirmation

IV.1. If the purchaser orders without the order containing additions, restrictions or other changes in comparison with a valid binding offer from the supplier, the acceptance of the offer becomes effective as soon as the order is received by the supplier, unless the supplier has before Revoke his offer upon receipt of the order.

IV.2. The acceptance of an order becomes effective when the supplier has sent an order confirmation and this does not contain any additions, restrictions or other changes compared to the order.

IV.3. The supplier reserves ownership rights and copyrights to illustrations, drawings, calculations and other documents. This also applies to those written documents that are designated as "confidential". The transfer to third parties requires the express written consent of the supplier.

## V. Prices, terms of payment

V.1. Unless a different INCOTERM clause has been agreed, all prices of the supplier are EXW INCOTERMS 2020® plus the statutory value added tax applicable at the time of invoicing. All additional costs, such as the costs for freight, insurance, export, transit, import and other permits and notarizations are borne by the customer. The customer also has to pay all kinds of taxes, duties, fees and customs duties.

V.2. Unless expressly agreed otherwise, offers and invoices are made in the currency of the supplying plant.

V.3. Price changes are permitted if there are more than 6 weeks between the conclusion of the contract and the agreed delivery date. If the wages, the material costs or the market-based cost prices increase until the delivery is completed, the supplier is entitled to increase the price appropriately in accordance with the cost increases. The customer is only entitled to withdraw from the contract if the price increase does not only marginally exceed the increase in the general cost of living between the order and delivery.

V.4. Unless otherwise agreed, invoices are due upon receipt of the invoice. Subject to the revocation of the credit approval, invoices are payable net within 30 days of the invoice date. If a discount has been contractually agreed, the granting of a discount must offset all earlier invoices.

V.5. For all means of payment, the day on which payment is received is the day on which the supplier or third parties who have a claim against the supplier can finally dispose of the amount.

V.6. In accordance with the contract, the customer is obliged to pay the purchase price and accept the goods. If the customer does not fulfill one of his obligations under this contract or the law, the seller can withhold all deliveries or services without prejudice to his further legal claims.

V.7. If, after the conclusion of the contract, it becomes apparent that the supplier's claim for payment is jeopardized by the partner's inability to perform, the supplier can refuse the service and give the customer a reasonable deadline in which to

pay against delivery step by step or a security in the amount to pay the outstanding claim. If the customer refuses to make a step-by-step payment or does not provide a corresponding security, the supplier is entitled to withdraw from the contract and demand compensation after the appropriate period has expired.

V.8. If a binding order quantity has not been agreed, the supplier shall base its calculation on the non-binding order quantity (target quantity) specified by the customer.

V.9. If the customer purchases less than the target quantity, the supplier is entitled to increase the unit price appropriately.

V.10. If the supplier has undisputedly delivered partially defective goods, the customer is nevertheless obliged to make payment for the fault-free part of the delivery, unless the partial delivery is of no interest to the customer.

## VI. Retention of title

VI.1. The supplier retains ownership of the delivery items until all payments from the business relationship with the customer have been received.

VI.2. The assertion of the retention of title as well as the seizure of the delivery items by the supplier does not count as a withdrawal from the contract, unless this is expressly declared by the supplier in writing.

VI.3. The customer is entitled to resell the delivery items in the ordinary course of business; However, he already now assigns to the supplier all claims in the amount of the purchase price agreed between the supplier and the customer (including VAT) that the customer will incur from the resale, regardless of whether the delivery items are resold without or after processing. The customer is authorized to collect these claims after they have been assigned. The authority of the supplier to collect the claims himself remains unaffected; however, the supplier undertakes not to collect the claims as long as the customer properly meets his payment obligations and is not in default of payment. If this is the case, however, the supplier can demand that the customer disclose the assigned claims and their debtors, provide all information required for collection, hand over the associated documents and notify the debtors (third parties) of the assignment. Goods by the purchaser are always made for the supplier. If the delivery items are processed with other items that do not belong to the supplier, the supplier shall acquire co-ownership of the new item in the ratio of the value of the delivery items to the other processed items at the time of processing inseparably mixed, the supplier shall acquire co-ownership of the new item in the ratio of the value of the delivery items to the other mixed items. The purchaser shall keep the co-ownership for the supplier.

VI.4. The purchaser may neither pledge the delivery items nor assign them as security. In the event of seizure, confiscation or other dispositions by third parties, the customer must notify the supplier immediately and provide him with all information and documents that are necessary to safeguard their rights. Enforcement officers or third parties are to be made aware of the property of the supplier.

VI.5. The supplier undertakes to release the securities to which he is entitled at the request of the customer if the realizable value of the securities exceeds the claims to be secured by more than 20%. The selection of the securities to be released is incumbent on the supplier.

## VII. Scope of delivery, delivery time, delivery quantities

VII.1. Compliance with agreed delivery and service dates requires that all technical questions have been clarified and that payments or other obligations of the customer are available or fulfilled in good time. If this does not happen, the deadline will be extended appropriately. Delivery times are inhibited by redesigns and article changes requested by the customer. They only begin to run again when the changes are approved by the customer.

VII.2. Unless otherwise agreed, the notification of the dispatch or delivery date is decisive for compliance with the delivery date.

VII.3. The supplier will deliver the customer with contractual goods in accordance with its delivery options.

VII.4. Partial deliveries are permitted as long as there are no disadvantages for the user.

VII.5. The delivery period is extended if the customer violates the contract as well as in the event of force majeure, strikes, incapacity through no fault of the customer and unfavourable weather conditions by the duration of the hindrance.

VII.6. Within a tolerance of 10 per cent of the total order quantity, production-related excess or shortage quantities are permissible. The agreed total price changes according to their scope.

## VIII. Shipping, transfer of risk

VIII.1. Unless otherwise stated in the order confirmation, delivery "ex works" is agreed.

VIII.2. Decisive for compliance with the delivery date or the delivery period is the notification of the dispatch or delivery date. Ready for collection by the supplier.

VIII.3. Unless otherwise agreed, goods that have been reported as ready for dispatch are to be accepted by the customer immediately. If the customer violates this obligation, the supplier is entitled, at his discretion, to send the goods to the customer at the customer's expense or to store the goods at his own or with third parties at the partner's expense and risk.

VIII.4. If the goods are not delivered EXW INCOTERMS 2020®, unless otherwise agreed, the risk is transferred when the goods are handed over to the first transport person.

## IX. Property rights

IX.1. The customer undertakes to notify the supplier immediately of any third-party property right claims regarding the delivered products and to leave the legal defense to the supplier. The supplier is entitled to make necessary changes based on claims of third party property rights at his own expense, even with goods that have been delivered and paid for.

IX.2. If the supplier is prohibited from manufacturing or delivering by a third party with reference to a property right belonging to him, the supplier is entitled to stop the work until the legal situation has been clarified by the purchaser and the third party, unless the supplier is responsible for the infringement of property rights. If, due to the delay, the continuation of the order is no longer reasonable for the supplier, he is entitled to withdraw.

IX.3. The customer is liable to the supplier that the services provided are free of third party property rights. He releases the supplier from all corresponding claims by third parties.

## X. Liability for late delivery

X.1. If the supplier does not fulfil his obligation to deliver the goods in accordance with the contract and if the underlying purchase contract is a firm deal within the meaning of Section 286 (2) No. 4 BGB or Section 376 HGB and if the customer is interested in a If there is no further fulfilment of the contract, the supplier is liable in accordance with the statutory provisions, unless he is not responsible for the breach of contract.

X.2. If the supplier does not fulfil his obligation to deliver the goods in accordance with the contract, he shall be liable in accordance with the statutory provisions if the customer asserts claims for damages based on intent or gross negligence on the part of the supplier's representatives or vicarious agents. Insofar as the supplier is not accused of intentional breach of contract within the scope of this liability, the liability for damages is limited to the foreseeable, typically occurring damage.

X.3. If the supplier does not fulfil his obligation to deliver the goods in accordance with the contract, he is liable according to the statutory provisions if he culpably breaches an essential contractual obligation. Insofar as the supplier is not accused of intentional breach of contract in this case, liability for damages is limited to the foreseeable, typically occurring damage.

X.4. Liability for culpable harm to life, body or health remains unaffected. Unless otherwise regulated above, further liability for late delivery is excluded.

## XI. Liability for defects

XI.1. If a product is specified, it is free from material defects if recognized production-related tolerances are observed. The customer can only refer to a purpose intended by him if this has been expressly agreed in writing.

XI.2. The information and illustrations contained in brochures and catalogues are approximate values customary in the industry, unless they have been expressly designated as binding by the supplier.

XI.3. Unless the parties have agreed otherwise, the goods correspond to the contract if the goods comply with the provisions of the sender country. Normative requirements in countries other than the sending country must be expressly agreed in writing.

XI.3. Obvious defects must be reported and reported to the supplier immediately. If there is a defect for which the supplier is responsible, the supplier may choose to repair or replace the goods. In the event of rework, the supplier is obliged to bear all expenses required for the purpose of remedying the defect, in particular transport costs, travel, labour and material costs, provided that these costs are not increased by the fact that the purchased item was brought to a location other than the place of performance.

XI.4. If the customer has installed the defective item in another item or attached it to another item according to its type and purpose, the supplier is obliged to pay the purchaser the necessary expenses for removing the defective item and installing or attaching it to replace the repaired or delivered defect-free item. The above does not apply if the supplier can refuse the type of supplementary performance chosen by the customer in accordance with Section 439 (4) BGB. The supplier can choose the type of supplementary performance selected by the customer refuse if the costs of subsequent performance exceed 150% of the value of the goods in a defect-free condition.

XI.5. If the supplementary performance fails, the customer is entitled, at his discretion, to withdraw from the contract or to demand a reduction in price.

XI.6. The supplier is liable for defects in accordance with the statutory provisions insofar as he has fraudulently concealed the defect or has given a guarantee for the quality of the item.

XI.7. The supplier is liable for defects in accordance with the statutory provisions insofar as the purchaser asserts claims for damages based on intent or gross negligence on the part of the supplier's representatives or vicarious agents. If the supplier is not accused of intentional breach of contract within the scope of the liability for defects, the liability for damages is limited to the foreseeable, typically occurring damage.

XI.8. The supplier is liable for defects in accordance with the statutory provisions insofar as he culpably breaches an essential contractual obligation. Insofar as the supplier is not accused of intentional breach of contract in this case, liability for damages is limited to the foreseeable, typically occurring damage.

XI.9. Liability for defects due to culpable injury to life, limb or health remains unaffected, as does liability under the Product Liability Act.

XI.10. Unless otherwise regulated above, liability for defects is excluded.

XI.11. Claims according to § 437 BGB expire twelve months after the transfer of risk, unless they are items that have been used for a building in accordance with their normal use and have caused its defectiveness.

XI.12. The limitation period in the event of a delivery recourse according to §§ 478, 479 BGB remains unaffected; it is five years from delivery of the defective item.

## XII general liability

XII.1. The supplier is liable for further claims for damages - regardless of the legal nature of the asserted claim, in particular for those resulting from negligence when concluding the contract, due to other breaches of duty or due to tortious claims for compensation for property damage in accordance with Section 823BGB - in accordance with Section IX. Paragraphs 5, 6 and 7. Otherwise, further liability is excluded.

XII.2. Insofar as the supplier's liability for damages is excluded or limited on the basis of this section, this also applies with regard to the personal liability for damages of the employees, workers, employees, representatives and agents of the supplier.

XII.3. An exclusion period of 18 months applies to the limitation period for all claims that are not subject to the limitation period due to a defect in the item. It begins with knowledge or from the point in time from which the customer would

have to gain knowledge of the damage and the person who caused the damage without gross negligence.

### XIII. Tools, equipment

XIII.1. Unless otherwise agreed, the manufacturing costs for tools and other equipment (moulds, templates, etc.) will be invoiced separately from the goods to be delivered. This also applies to manufacturing equipment that has to be replaced due to wear and tear.

XIII.2. If the customer suspends or terminates the cooperation during the production of the tools or equipment, all production costs incurred up to that point shall be borne by him.

XIII.3. Unless expressly agreed otherwise in writing, the tools or equipment manufactured or procured by the supplier remain the property of the supplier.

XIII.4. Tool costs or tool costs are invoiced separately from the value of the goods. Unless otherwise agreed, they are to be paid for with the sending of the first sample, if one is not requested, with the first delivery of goods.

XIII.5. The supplier undertakes to keep the tools and equipment for the customer for 3 years after the last delivery. If the purchaser informs us before this period expires that orders will be placed within a period of up to a further year, the supplier is obliged to keep them for this period. Otherwise he can freely dispose of the tool or operating resources.

### XIV. Counterclaims, transferability

XIV.1. The customer is only entitled to set-off rights if his counterclaims have been legally established, are undisputed or recognized by the supplier. In addition, the customer is only authorized to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship. 2. The customer can only assign rights from contracts that he has concluded with the supplier with the consent of the supplier.

### XV. Right of the supplier to withdraw, termination of open-ended contracts

XV.1. In the event of an unforeseen event for which the supplier is not responsible, which significantly changes the economic significance or the content of the service or has a significant effect on the supplier's operations, and in the event of subsequent impossibility for which the supplier is not responsible the supplier has the right to withdraw from the contract in whole or in part, unless the purchaser cannot be expected to withdraw in part. Further statutory rights of withdrawal are not affected by this regulation.

XV.2. The customer has no claims for damages due to such a withdrawal. If the supplier wishes to make use of the right of withdrawal, he must inform the customer of this, even if an extension of the delivery period was initially agreed with the customer.

XV.3. Unlimited contracts can be terminated by the supplier with a notice period of 3 months.

## XVI. Data protection

XVI.1. The customer undertakes to obtain legally effective declarations from all persons who communicate with the supplier in his name or on his behalf, on the basis of which these persons declare their consent that the supplier has already completed the personal data of these persons for the purposes of processing and handling. May collect, save, process and use business transactions and on-going business to initiate new contracts or for similar business contacts. In this context, personal data are, in particular, contact details such as: name, address, position in the company, telephone number, e-mail address, etc. as well as data on special knowledge, location and time information for meetings and similar data.

XVI.2. The customer undertakes to obtain legally effective declarations from all persons who communicate with the supplier in his name or on his behalf, on the basis of which these persons expressly give their consent that the supplier can already use the personal data of these persons for the purposes of processing and handling may transmit completed business transactions and on-going business, to initiate new contracts or for similar business contacts to third parties.

XVI.3. The customer undertakes to obtain legally effective declarations from all persons who communicate with the supplier in his name or on his behalf, on the basis of which these persons expressly consent to the supplier deleting the personal data of these persons only at the express request of the person concerned got to.

XVI.4. Legally effective within the meaning of the above provisions means that the customer must independently determine the requirements for an effective declaration according to data protection law and general law of obligations.

XVI.5. If the customer does not have the aforementioned declarations, he is obliged to expressly inform the supplier of this in writing.

XVI.6. If the customer violates the aforementioned obligation to notify or if it subsequently turns out that the declarations obtained by the customer are wholly or partially ineffective, the customer releases the supplier from claims that third parties raise against the supplier in connection with these breaches of contract.

The statutory claims for damages to which the supplier is entitled in this context remain unaffected.

XVI.7. In addition, the supplier will treat the customer's personal data in accordance with the Federal Data Protection Act.

XVII. Place of performance, place of jurisdiction, other

Unless expressly agreed otherwise, the supplier's place of business is the place of performance.

XVII.2. If the purchaser is a merchant, legal entity under public law or a public law special fund, the place of jurisdiction is the court responsible for the place of business of the supplier. However, the supplier is entitled to sue the customer at any other permissible place of jurisdiction.

XVII.3. Should any provision of these conditions or part of a provision be or become ineffective, the remaining provisions or the remaining part of the provision shall remain effective.

XVIII. International Contractual Partner If the customer has his branch office abroad, the following applies in addition to and possibly differently to the above:

XVIII.1. German law applies exclusively.

XVIII.2. In the event of contradicting contractual offers and declarations of acceptance, the delivery is deemed to be a new offer in accordance with the conditions of the last declaration by the supplier.

XVIII.3. If the supplier owes a piece debt, he owes a replacement delivery in the event of a defective delivery only if he agrees to this.

XVIII.4. The customer loses the right to invoke the lack of conformity of the goods if he does not notify the supplier at the latest within 12 months after the goods have actually been handed over to him.

XVIII.5. If one of the provisions of Section VIII contradicts the other general terms and conditions of delivery and payment, the provision of Section XVIII. in front.

XVIII.6. Contract language is German. If the contractual partners also use another language, the German wording has priority.

Note: The supplier stores personal data of its customers. In doing so, he adheres to the statutory provisions. The storage takes place for the purpose of processing and handling of already completed business transactions and on-going business, for the initiation of new contracts or for similar business contacts. Within the framework of the statutory provisions, the customer can request information about

the personal data stored about him by the supplier. If the customer recognizes a violation of applicable law in the behaviour of the supplier, he should contact the supplier directly. In the event of a justified complaint, the supplier will stop the violation immediately. A warning or a judicial assertion is not required in such cases. If the customer asserts the violation of applicable law by way of a warning or in court, the supplier points out that the customer has to bear the resulting costs due to the lack of risk of repetition.

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