

## General Conditions for Purchasing (REV 06 from April 8, 2022)

### 1. Scope

- 1.1 Our conditions in terms are exclusively by the UN Purchase Law, as far as the trade of goods is concerned. In the case of services and in particular for development orders, the revised Berne agreement applies insofar, in the following nothing else is regulated. To the extent that the UN Purchase Law is incomplete, the Parties agree to the following: the jurisdiction of the place where the goods are delivered to shall apply (choice of law).
- 1.2 The General Terms and Conditions below apply to all of our contracts, deliveries and other services, as long as they are not modified or excluded with our explicit written consent. General terms and conditions of our contractual partners apply only if we confirm them in writing.
- 1.3 Our conditions also apply to all future contracts, deliveries and services, even if their text is not resubmitted to our contractual partners together with our request or our order.

### 2. Offer and Closing

- 2.1 Our orders are only valid if they were submitted in writing.
- 2.2 If our contractual partner doesn't accept the order within 5 days, we are not bound to the order anymore. Anything diverging from this applies only with our explicit written consent.
- 2.3 All agreements between our contractual partners and us must be put into writing at the closing of the contract. All verbal agreements – also if they are made at a later point of time – become effective only with our written acknowledgement, regarding this, the power of attorney granted to our affiliates or representatives is limited.
- 2.4 As long as we do not explicitly agree on anything to the contrary with our contractual partner, all of our prices include packaging, packaging materials, transportation costs and other expenses; only the value added tax (VAT) may have to be added to the prices.  
If we have not made any special arrangements with our contractual partner, we are entitled to take 3% cash discount within 14 days of receipt of merchandise and invoice or 2% within 30 days of receipt of merchandise and invoice; if we do not take a cash discount, we have to pay the invoice to our contractual partner only within 60 days of receipt of the merchandise and the invoice.  
If delivery dates and delivery periods are arranged, the arranged delivery date applies to the payment targets in case of an early delivery and not the day, the merchandise is received. If merchandise and invoice are not received at the same date, but at different dates, the payment periods start at the point of time, when the merchandise as well as the invoice have been received at our company.
- 2.5 Commercial letters of confirmation from our contractual partner are not effecting that a contract that is diverging in contents from our order and our other written statements has been reached, even without our objection.

### 3. Delivery, Passing of the Risk and Supply Assurance

- 3.1 As far as we have not arranged anything to the contrary with our contractual partners, our contractual partner is not authorized to render partial deliveries or partial services.
- 3.2 If we have not agreed on anything else with our contractual partner, the contractual partner must deliver the merchandise free buyer's address. In any case, price and service risk is not passed to us, until the merchandise and/or service have arrived at our company or at the location of receipt, we requested.
- 3.3 Our contractual partner must attach two bills of delivery to every shipment, which contain all important features of our order. The invoice must contain the same information.
- 3.4 Our contractual partner shall ensure the continuous, sufficient and timely supply of itself and us by taking suitable and validated measures (e.g. emergency plan, alternative production/procurement, establishment of an appropriate safety stock). As far as possible, our contractual partner shall define and implement an alternative supplier strategy for services or partial services which it specifically produces or processes in whole or in part for us or through third parties. In this respect, our contractual partner shall bear the procurement risk for its performances.

### 4. Delivery Dates, Releases

- 4.1 The agreed delivery and release dates are binding. Delivery periods are calculated from the date of our order or acknowledgement. If the risk of a delay in delivery arises for any reason for our contractual partner, we must be notified immediately in writing under documentation of the reasons and the expected duration.
- 4.2 Our delivery calls become binding if the contractual partner doesn't object within not more than 5 business days of receipt.

### 5. Right of Inspection

- 5.1 We have the right to inspect or effect inspection of the ordered items/merchandise after advance notice of 3 business days at any time during regular operating hours at the plant of our contractual partner.

### 6. Cession

- 6.1 The cession of claims towards us is only permitted with our written consent.

## 7. Set-off

- 7.1 We can set off counterclaims due to us in any case and in compliance with the legal requirements.
- 7.2 We are furthermore entitled to set off our claims against claims of the Contractual Partner or its affiliated companies as well as against claims that the Contractual Partner has transferred to third parties. We are also entitled to set off our claims against claims of the contractual partner which the contractual partner has against one of the companies of the Huf Group. We are also entitled to offset our claims against claims of the contractual partner that a company within the Huf Group has against the contractual partner.
- 7.3 Affiliated company in this context refers to a party that is directly or indirectly controlled by this party, controls this party, is consolidated with this party under uniform management or is under uniform control with this party, whereby control is presumed if at least 50% of the shares or voting rights are held.

## 8. Warranty

- 8.1 Our contractual partner guarantees that
  - the Products comply in all respects with the applicable legal requirements, regulations, rules and regulations of the country in which the Product was manufactured, stored or from where it was delivered and where it is used;
  - that the manufacture of the Products is of high quality in accordance with best industry standards and that the Products are safe, merchantable and fit for their intended use and comply with the state of the art and in all respects with the Specifications;
  - the products are marked in accordance with the specifications and legal requirements (the latter including in particular the country of manufacture and the country/countries of destination).
- 8.2 Our obligation to inspect shall be limited to defects which are openly recognizable during our incoming goods inspection under external examination including the delivery documents (e.g. transport damage, incorrect and short delivery). Notwithstanding our duty to inspect, our complaint (notice of defect) shall be deemed to have been made without undue delay and in good time if it is sent within 10 working days of discovery or, in the case of obvious defects, of delivery.
- 8.3 In the event of defects in the goods, we shall be entitled to demand, at our discretion, rectification of the defects discovered or replacement delivery. If our contractual partner is not in a position to do so within a reasonable period of grace set by us or if he refuses supplementary performance (Subsequent fulfilment) or if this is unreasonable for other reasons, we shall be entitled to have the identified defects remedied or to procure a replacement at the contractual partner's expense. In urgent cases, we may take the appropriate measures ourselves without consulting the contractual partner and without having to grant a grace period.
- 8.4 The contracting party shall indemnify us against claims of our customers which we incur due to the defectiveness of the delivered goods. This includes claims for reimbursement of the costs incurred by us and our customers as a result of the defectiveness, in particular (but not conclusively) transport, travel, labor and material, installation and removal, and inspection costs.
- 8.5 In addition, we are entitled to the statutory warranty rights, according to which we are entitled to claim a reduction of the purchase price in the event of defects of the goods or to withdraw from the contract and claim damages. In the event of defects of title, the contractual partner shall also indemnify us against any existing claims of third parties.

## 9. Delay

- 9.1 If our contractual partner is delayed with the delivery, he must pay a flat compensation for default in the amount of 1% of the delivery value for every completed week in default, but not more than 8% of the delivery value, whereas our contractual partner has the right to prove that actually no or only minor damage resulted from the default. We reserve the right to file for further claims for damages.
- 9.2 In every case, in which we are entitled to compensation for damages, we can request 20% of the contract price as compensation without having to provide proof, unless our contractual partner doesn't prove that no or only minor damage has occurred. Our right to claim compensation for an actually occurred, larger damage remains unaffected.

## 10. Events of Force Majeure

- 10.1 In the event of force majeure, the delay shall only occur after the force majeure has ceased to exist. Force majeure within the meaning of this agreement shall include natural disasters, fire, storm, hail; wildcat strikes and the consequences of industrial action, insofar as these cannot be influenced by the party affected; war, civil war, civil unrest or war-like events; acts of terrorism or political violence, irrespective of the number of persons involved; arrest, confiscation, seizure or other interventions by public authorities, insofar as these interventions are not attributable to misconduct on the part of the party affected.10.2 On the other hand, force majeure shall not include production stoppages or disruptions of production by the contracting party, delivery failures by the contracting party's upstream suppliers, shortages of materials or increased purchase prices by the contracting party, or legal or official pandemic-related restrictions. Likewise, force majeure shall not include events such as lockouts, announced strikes, blockades, roadblocks or traffic jams, insofar as the aforementioned obstacles
- 10.2 were announced via the media or the affected party is or should have been aware of them from other sources of information customary in the industry.

10.3 The contracting party shall notify us without undue delay of the event or circumstances constituting the Force Majeure Event, giving details of the Force Majeure Event, its effects and the expected duration. The notification shall be made without culpable delay, i.e. immediately after the contractual partner has become aware of the event or circumstances constituting force majeure. The contractual partner's obligation to perform shall revive if it does not make reasonable efforts to resume performance. A purchase of goods to be delivered (from competing companies of the contractual partner) is also reasonable.

10.4 If the event of force majeure in question lasts longer than four months after its commencement, taking into account the individual circumstances, we may declare the termination of this agreement and/or the individual contract concerned.

#### **11. Product liability Manufacturer's Liability and Recall**

11.1 Our contractual partner must indemnify us from all claims for damages, which third parties may assert against us according to the regulations about civil offenses, through the product liability or according to other regulations for defects or deficiencies on the goods produced or delivered by us and our contractual partner respectively, if such claims against our contractual partner were founded or are not founded anymore, due to statutes of limitations that have become effective in the meantime. Under these conditions, our contractual partner must also indemnify us from the cost of a legal defense, which may occur due to such claims against us.

If the asserted claims are founded also against us or are not founded anymore, due to statutes of limitations that have become effective in the meantime, a pro rata indemnification claim exists for us against the contractual partner, whose amount is based on paragraph 254 BGB. Our claims for indemnification and damages according to paragraphs 437, 440, 478 BGB and from other legislation remain unaffected from the aforementioned regulation.

11.2 If we or our customer are obliged to carry out a recall or service action towards third parties due to a defect in a product supplied by the contracting party, the contracting party shall bear all costs and expenses associated with such an action.

#### **12. Spare Parts**

12.1 Our contractual partner must ensure that upon our request, spare parts can be delivered for every item delivered to us during the business relationship for a duration of at least 15 years, calculated from the last serial delivery of a corresponding item.

#### **13. Customs and Foreign Trade Law Requirements**

13.1 Our contracting party shall inform itself about the requirements of customs clearance and shall provide us in due time with all necessary documents and information such as, inter alia, the statistical goods number (HS code / harmonized code), designation of preferential goods, certificate of origin and all other necessary information for import or export clearance.

13.2 Insofar as relevant and insofar as no other or further requirements are stipulated by law, our contractual partner shall send us a long-term supplier's declaration for products with preferential originating status (e.g. for the EU: form in accordance with Regulation (EU) No. 2015/2447) without being requested to do so prior to the first delivery with the corresponding period of validity and then prior to the end of the period of validity.

#### **14. Licenses/ Export Control/ Security in the international Supply Chain**

14.1 The contracting party shall inform us without delay with regard to its goods within the meaning of the Foreign Trade Law, including all components, about any

- export restrictions and export licenses issued in the country of manufacture and/or in the country of dispatch of the performance
- about licensing obligations which exist according to the US export and re-export law including so-called EAR99 goods,
- licensing requirements for dual-use, armaments and other goods listed as "restricted" which exist under the Community law of the European Union or the national provisions of foreign trade law.

14.2 Insofar as our contractual partner supplies commercial goods, services and/or technologies which are subject to export control, our contractual partner shall forward the following information and corresponding documents to us without being requested to do so:

- the Dual-Use List No. (List of Goods Annexes to the EU Dual-Use Regulation as amended from time to time),
- in case of US goods, services and/or technologies
  - o whether these are subject to US re-export regulations (Export administration Regulations EAR or International Traffic in Arms Regulations ITAR),
  - o the ECCN No. (Export Control Classification Number) according to US Export Administration Regulations (EAR, USML (U.S. Munitions List) according to ITAR),
  - o an "Export License"
  - o the U.S. quantity of origin and, if applicable, the amount of portions subject to licensing

- Information on transportation through the U.S. and/or manufacture and/or storage in the U.S. and/or manufacture using U.S. technology or parts,
- other commodity-related information material for regulatory approval applications,

14.3 The contractual partner must inform us in writing of any changes to the above data. This duty to inform shall also apply to the contracting party after the end of the business relationship.

14.4 The contractual partner guarantees that the information provided in the export control declaration is complete and correct. Should changes occur in the future with regard to the delivery items which change the export control classification of the goods, the contractual partner shall inform us of these changes without delay.

14.5 The contracting party shall indemnify us against all claims or other sanctions arising against us due to violations of export control law in connection with the delivery items.

## **15. Property Right**

15.1 Our contractual partner guarantees that no rights of third parties, especially such as patents, utility models, other property or copy rights are violated by the merchandise/items delivered by him. He indemnifies us from claims of third parties, which may result from a possible violation of such rights. Furthermore, he covers all costs that may accrue to us if third parties claim the violation of such rights and we defend ourselves.

## **16. Means, Tools, Documents, Nondisclosure**

16.1 Models, patterns, drawings, images, calculations, matrixes, stencils and other production and production aids, which we make available to our contractual partner remain our property. If our contractual partner produces production and production aids the property thereof shall pass to us as far as we have paid them. The transfer of title shall be exchanged by an ownership transfer agreement with the consequence that our contractual partner owns the production and production aids. Our contractual partner commits himself not to make such objects available in any way to third parties without our explicit written consent. For any case of culpable infringement of the aforementioned obligation, our contractual partner promises to pay us a contractual penalty in the amount of € 5,000.00.

Our contractual partner is liable for loss of, damages to or misuse of such objects or documents, which he, for the rest, must immediately return to us without special request after the order has been completed.

16.2 The contractual partners mutually commit themselves to treat any commercial and technical details, which they learned during the collaboration and which are not disclosed like their own business secrets and to maintain absolute silence about the same towards third parties. For any case of culpable infringement of the aforementioned obligation, the contractual partners promise each other a contractual penalty in the amount of € 5,000.00 per individual case.

16.3 If the contractual partner produces parts/goods with our tools/means, he must especially mark these tools/means and store them separately. We are entitled to request the release of these tools/means from our contractual partner at any point of time. Our contractual partner cannot invoke a right of retention if the counterclaims asserted against him are not ready for decision or have been acknowledged by us.

The same applies correspondingly, if the contractual partner has tools/means of us in his possession, which he is not using for production purposes.

In any case, our contractual partner is prohibited from using tools/means for his own or the purposes of third parties.

Our contractual partner must treat our tools with care and perform maintenance on a regular basis at his own expense, as well as sufficiently insure them against all conventional risks.

## **17. Free and Open Source Software**

17.1 Our contracting partner is not permitted to incorporate Free and Open Source Software ("FOSS") into the Goods unless we have expressly consented to and/or requested it to do so. "FOSS" (Free and Open Source Software) includes any software (including any updates and upgrades) which is subject to an open source licence.

17.2 Our contractual partner undertakes to inform us prior to the execution of the contract of the complete list of FOSS and open source licences which the contractual partner intends to use during the execution of the contract.

17.3 In this context, our contractual partner undertakes to provide us with the following information prior to the delivery of a delivery item:

- the comprehensive and detailed list of the FOSS contained in a Deliverable or any other FOSS required for the use of a Deliverable, including in particular:
  - the name of the relevant FOSS ;
  - the version or revision numbers;
  - the indication of source (e.g. the original download URL) ;
  - a copy of the applicable open source licences.
- A record of compliance with the open source licences used;
- A document containing a comprehensive description of the restrictions and obligations associated with the open source licences;.

17.4 Without prejudice to any other rights and remedies available to us, our contractor agrees to bear all costs and damages incurred by us as a result of the contractor's breach of its obligations under this Agreement and the contractor's breach of any Open Source Licence and/or any incompatibility of the licences provided.

## 18. Environment

18.1 Our contractual partner commits himself to render his services and deliveries in accordance with the relevant national and international environmental regulations and standards in the relevant version of each. Especially the following regulations shall be mentioned:

- EU End of Life Vehicle Directive 2000/53/EG
- EU regulation 1907/2006 (REACH: Registration, Evaluation and Authorisation of Chemicals)
- Substance limitations mentioned in the GADSL (Global Automotive Declarable Substance List)
- RoHS Directive 2011/65/EU

Within the evidence provision the VDA directive 232-102 as well as the current valid IMDS rules & recommendations have to be respected.

The substances named in REACH Annex XIV have to be avoided in new developments. If this is technically not feasible a consultation of material-compliance@huf-group.com is required.

The contractual partner guarantees that the products delivered by him comply with the provisions of Regulation (EC) No. 1907/2006 on the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH Regulation). The substances contained in the products of the contracting party are, to the extent required under the provisions of the REACH Regulation, pre-registered or registered after expiry of the transitional periods, unless the substance is exempted from registration.

In the case of hazardous substances or substances that pose a risk to health within the meaning of the statutory provisions or substances subject to registration under the REACH Regulation, the contractual partner shall provide a safety data sheet without being requested to do so prior to the first delivery and update it in due time (at the latest every three (3) years).

The necessary information acc. Article 33 (1) of the EU regulation 1907/2006 (REACH) shall be provided via IMDS. The correspondent information for products which are not reported via IMDS (e.g. packaging, process substances, etc) shall be provided via e-mail to material-compliance@huf-group.com.

Furthermore, the contracting party shall provide us with the SCIP number of its notification to the ECHA SCIP database as required under Article 9 of the Waste Framework Directive (Directive 2018/851/EU) if the article contains SVHCs in a concentration relevant for such notification. If a SCIP number is not yet available to the contracting party, the contracting party shall provide us with the TARIC/CN number in connection with the indication of the concentration of the SVHCs present in the article.

The following obligations apply to contractual partners with registered offices outside the European Union / European Economic Area who supply us with articles as such or in complex products which contain candidate substances in a concentration of more than 0.1% by mass (w/w):

The contracting party is obliged to notify us without being asked of all information required for registration in accordance with Directive 2008/98/EC on waste (Waste Framework Directive). The notification shall be made prior to the first delivery of a product/complex product concerned and, in the event of changes to the respective product/complex product which affect the content of the information, prior to the first delivery of the changed product/complex product and, if a delivery has already been made, without delay.

If the information provided is not sufficient to enable us to carry out our registration in the SCIP database properly, the contracting party shall be obliged to provide us with further information on request, insofar as this is necessary for carrying out the registration. The same applies in the event of a change to the SCIP database.

We are entitled to provide the contracting party with a form for the provision of the information and to adapt this as necessary so that we can carry out our registration properly. The provision of a form by us does not restrict the contractual partner's aforementioned information obligations.

Our contractual partner shall indemnify us against claims of third parties arising from any infringement of such environmental rights as listed under clause 18. Furthermore, he shall bear all costs incurred by us as a result of third parties asserting the infringement of such rights and us defending ourselves against this.



18.2 Furthermore, our contractual partner continues to pay attention to an environmentally sound provision of services. This specifically includes the selection of:

- environmentally friendly and recyclable individual and basic materials
- low emission, low pollutant, disassembly- and renaturization-friendly products
- energy and resource saving procedures and products, as well as
- environmentally sound packages and packaging systems.

18.3 Services and products provided by our contractual partner may not produce any emissions that are harmful to health or environment or require any adjuvant or operating supply agents that are harmful to health or environment during operation, repairs and maintenance work. Reasons for deviations from this requirement must be given and require our written consent.

## **19. Corporate Responsibility/Code of Conduct**

19.1 The contracting party hereby declares that it has read and understood in full the rules and regulations contained in the Code of Conduct (available on the website <https://www.huf-group.com/sites/default/files/documents/2021-05/huf-code-of-conduct-suppliers-2021-en.pdf> . The contractual partner undertakes to act responsibly and to comply with the principles/requirements of the Code of Conduct as well as to communicate the content of this Code of Conduct to employees, agents and subcontractors in a manner that is comprehensible to them and to take all necessary precautions for the implementation of the requirements.

19.2 The contractual partner undertakes to ensure that the legal provisions and internationally recognised standards for the protection of the environment, sustainability and respect for human rights, in particular prohibitions of child and forced labour and discrimination, regulations on minimum wages as well as safety and fundamental rights of workers and the provisions of our Code of Conduct are complied with throughout the supply chain of the contractual product. At our request, the contractual partner shall provide evidence of compliance with these obligations by obtaining and submitting suitable documents. Furthermore, we are entitled to carry out audits at the contractual partner's premises in order to check compliance with the above-mentioned obligations.

19.3 The contractual partner shall implement provisions for compliance in accordance with this clause 16 and shall appropriately check compliance with them and their suppliers.

19.4 If the contracting party becomes aware that an employee, managing director or shareholder of the contracting party or of a third party involved in the business relationship with us (presumably) violates the above-mentioned obligations, the contracting party shall immediately inform us in writing about the (presumed) violation. The notification shall be sent to the following e-mail address: [Corporate@huf-group.com](mailto:Corporate@huf-group.com)

19.5 Without prejudice to our further rights, we shall be entitled to terminate the contract in whole or in part without compensation in the event of a breach of one of the above-mentioned obligations after the unsuccessful expiry of a reasonable period of grace to remedy the breach. We reserve the right to assert further claims.

## **20. Execution, Place of Jurisdiction**

20.1 The competent court of jurisdiction for all disputes arising from or in connection with the supply relationship is the court at the registered seat of Huf and where the goods are delivered to, and thus fulfills its delivery obligation.  
The contractual partner is an entrepreneur.