

§ 1 GENERAL INFORMATION AND SCOPE OF APPLICATION

- (1) All deliveries, services and offers from suppliers (hereinafter referred to as "Supplier(s)") to SUER Nutzfahrzeugtechnik GmbH & Co. KG (hereinafter referred to as "SUER") are made exclusively based on these General Terms and Conditions of Purchase. These are an integral part of all contracts that we conclude with our Suppliers for the deliveries or services offered by them. They shall also apply to all future deliveries, services or offers to SUER, even if the parties do not separately agree on them again.
- (2) Terms and conditions of our Suppliers or third parties shall not apply, even if we do not separately object to their validity in individual cases. Even if we refer to a document that contains or refers to the terms and conditions of the Supplier or a third party, this shall not constitute any agreement with the validity of those terms and conditions.
- (3) Additions and amendments to the agreements made, including these General Terms and Conditions of Purchase, must be in writing to be effective. With the exception of managing directors or authorized representative, the employees of SUER are not entitled to make any verbal agreements deviating from this. Telecommunication, in particular by fax or e-mail, shall suffice to comply with the written form requirement, if a copy of the signed declaration is transmitted.
- (4) Individual agreements (e.g. framework supply agreements, quality assurance agreements) and details in our order take precedence over these General Terms and Conditions of Purchase (hereinafter referred to as „GPC“).
- (5) The supplier must make legally relevant declarations and notifications in relation to the contract (e.g. setting of deadlines, reminders, withdrawal) in writing. Written form within the meaning of these GPC includes written and text form (e.g. letter, email, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the declaring party, remain unaffected.
- (6) References to the validity of statutory provisions are for clarification purposes only. Therefore, even without such a clarification, the statutory provisions apply unless they are directly amended or expressly excluded in these GPC.

§ 2 ORDERS AND COMMISSION

- (1) Insofar as our offers do not expressly contain a binding period, we shall be bound to them for three weeks after the date of the offer. Decisive for the timely acceptance is the receipt of the declaration of acceptance by us. Delivery call-offs become binding if the supplier does not object within two weeks of receipt.
- (2) Supply contracts (order and acceptance) and delivery call-offs as well as their amendments and additions must be in writing (including fax). Delivery call-offs may also be made by remote data transmission. The Supplier must notify us about obvious errors (e.g. typing and calculation errors) and incompleteness of the order, including the order documents, for the purpose of correction or completion before acceptance; otherwise, the contract is deemed not to have been concluded.
- (3) We are entitled to change the time and place of delivery as well as the type of packaging at any time by written notification with a notice period of at least 14 calendar days before the agreed delivery date. The same shall apply to changes to product specifications insofar as these can be implemented within the framework of the supplier's normal production process without significant additional expense, whereby in these cases the notification period in accordance with the preceding sentence shall be 21 calendar days. We shall reimburse the supplier for any proven and reasonable additional costs incurred because of the change. If such changes result in delivery delays that cannot be avoided in the supplier's normal production and business operations with reasonable efforts, the originally agreed delivery date shall be postponed accordingly. The supplier shall notify us in writing in good time before the delivery date, but at least within 7 working days of receipt of our notification pursuant to sentence 1, of the expected additional costs or delays in delivery by him based on a careful assessment.
- (4) We are entitled to withdraw from or terminate the contract at any time by written declaration stating the reason if
 - (a.) we can no longer use the ordered products in our business operations or can only use them at considerable expense due to circumstances arising after conclusion of the contract for which the Supplier is responsible (e.g. failure to comply with legal requirements) or
 - (b.) the financial circumstances of the Supplier deteriorate after conclusion of the contract to such an extent that we cannot expect delivery in accordance with the contract.In the event of termination, SUER remunerates the supplier for the partial services he has provided.

§ 3 PRICES, TERMS OF PAYMENT, INVOICE DETAILS

- (1) The price stated in the order is binding.
- (2) In the absence of any written agreement to the contrary, the price includes delivery and transportation to the shipping address stated in the contract, including packaging.
- (3) If, according to the agreement made, the price does not include packaging and the remuneration for the packaging - not only provided on loan - is not expressly determined, this is charged at the verifiable cost price. At our request, the Supplier shall take back the packaging at his own expense.
- (4) Unless otherwise agreed, we shall pay the purchase price within 30 days of delivery of the goods and receipt of the invoice with a 3% discount or within 40 days net to the Supplier's domestic account.
- (5) Our order number, the article number, delivery quantity and delivery address must be stated in all order confirmations, delivery documents and invoices. If one or more of these details are missing and this delays our processing in the normal course of business, the payment deadlines specified in § 4 extend by the period of the delay.
- (6) In the event of default of payment, we owe default interest amounting to (five) percentage points above the base interest rate in accordance with § 247 BGB (German Civil Code, hereinafter referred to as "BGB"). We do not owe any commercial maturity interest.
- (7) Invoices must be sent in duplicate, with the original and the copy marked as such, and may not be enclosed with the goods. Orders/deliveries are to be invoiced individually according to the order.

§ 4 DELIVERY TIME AND DELIVERY, TRANSFER OF RISK

- (1) The delivery time (delivery date or period), we specified in the order or otherwise applicable under these GPC shall be binding. We do not permit early deliveries.
- (2) The supplier is obliged to inform us immediately in writing if circumstances occur or become apparent which mean that the delivery time cannot be met.
- (3) If the day on which the delivery must be made at the latest can be determined based on the contract, the supplier shall be in default at the end of this day without the need for a reminder from us.
- (4) In the event of a delay in delivery, we are entitled to the statutory claims without restriction, including the right to withdraw from the contract and the claim for damages in lieu of performance after the fruitless expiry of a reasonable grace period.
- (5) If the supplier is in default, we may - in addition to further statutory claims - demand lump-sum compensation for our damage caused by default in the amount of 0.25% of the net price per completed calendar day, but not more than a total of 5% of the net price of the goods delivered late. We reserve the right to prove that we have incurred higher damages have. The Supplier reserves the right to prove that no damage or only significantly less damage has been incurred.
- (6) The Supplier is not entitled to make partial deliveries without our prior written consent.
- (7) The Supplier shall deliver goods from Monday to Friday from 8:00 am to 3:00 pm, unless expressly agreed otherwise. He must send a dispatch note before departure. He must pack the goods in such a way as to avoid damage during transportation. The use of reusable containers is only possible with the consent of SUER and free of charge for SUER.
- (8) Even if we agree on shipment, the risk only passes to us when the goods are handed over to us at the agreed destination.
- (9) The statutory provisions apply to the occurrence of our default of acceptance. However, the seller must also expressly offer us his performance if we agreed on a specific or determinable calendar time for an action or cooperation on our part (e.g. provision of material).
- (10) Without our prior written consent, the Supplier is not entitled to have the performance owed by him rendered by third parties (e.g. subcontractors). The supplier bears the procurement risk for his performance unless otherwise agreed in individual cases (e.g. limitation to stock).

§ 5 PROTECTION OF PROPERTY

- (1) We reserve the right of ownership and copyright to orders and commissions placed by us and to drawings, illustrations, calculations, descriptions and other documents made available to the Supplier. The Supplier may neither make them accessible to third parties nor use or reproduce them himself or through third parties without our express consent. He must return these documents to us in full at our request if he no longer requires them in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. In this case, the Supplier shall destroy all copies he made; the only exceptions to this are the storage within the scope of statutory retention obligations and the storage of data for backup purposes within the scope of normal data backup.
- (2) Tools, devices and models that we make available to the Supplier or which are manufactured for contractual purposes and the supplier charges us for, remain our property or become our property. The Supplier must mark them as our property, store them carefully, protect them against damage of any kind and use them only for the purposes of the contract. Unless otherwise agreed, the costs of their maintenance and repair shall be borne equally by the contracting parties. However, if these costs are attributable to defects in such items manufactured by the Supplier or to improper use by the supplier, his employees or other vicarious agents, they shall be borne solely by the Supplier. The Supplier shall notify us immediately of any not merely insignificant damage to these items. Upon request, he is obliged to return the items to us in proper condition if he does no longer require them to fulfill the contracts concluded with us.
- (3) Retentions of title by the Supplier only apply insofar as they relate to our payment obligation for the respective products to which the supplier retains title. In particular, extended or prolonged reservations of title are not permitted.

§ 6 WARRANTY AND SUPPLIER RECOURSE

- (1) The statutory provisions and, exclusively in our favor, the following additions and clarifications apply to our rights in the event of material defects and defects of title of the goods (including incorrect and short delivery as well as improper assembly, defective assembly, operating or operating instructions) and in the event of other breaches of duty by the supplier.
- (2) The warranty period is 24 months. For parts intended for the automotive industry, this period applies from the time of vehicle registration or the installation of spare parts; in the case of agreed trial operation, insofar as this has been carried out without complaint and has been recognized by SUER.
- (3) In accordance with the statutory provisions, the supplier shall be liable in particular for ensuring that the goods have the agreed quality upon transfer of risk to us. In any case, those product descriptions which - in particular by designation or reference in our order - are the subject of the respective contract or have been included in the contract in the same way as these GCP shall be deemed to be an agreement on the quality. It makes no difference whether we, the supplier or the manufacturer are responsible for the product description.
- (4) In partial deviation from § 442 para. 1 sentence 2 BGB, we are also entitled to claims for defects without restriction if the defect remained unknown to us at the time of conclusion of the contract due to gross negligence.
- (5) The statutory provisions (§§ 377, 381 HGB - German Commercial Code) apply to the commercial obligation to inspect and give notice of defects with the following proviso: Our obligation to inspect shall be limited to defects which become apparent during our incoming goods inspection under external examination including the delivery documents as well as during our quality control in the random sampling procedure (e.g. transport damage, wrong and short delivery) or which are recognizable during our quality control in the random sampling procedure. If we agreed to an acceptance, there is no obligation to inspect. Otherwise, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case.
- Our obligation to give notice of defects discovered later remains unaffected. In all cases, our complaint (notification of defects) shall be deemed immediate and timely if it is sent within five working days of discovery or, in the case of obvious defects, of delivery.
- (6) Subsequent performance also includes the removal of the defective goods and reinstallation, provided that the goods were installed in another item or attached to another item in accordance with their nature and intended use before the defect became apparent; our statutory claim for reimbursement of corresponding expenses (removal and installation costs) remain unaffected. The Supplier shall bear all expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs and, if applicable, removal and installation costs, even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified request to remedy defects remains unaffected; however, we shall only be liable in this respect if we recognized or were grossly negligent in not recognizing that there was no defect.
- (7) If the Supplier fails to fulfill his obligation to provide subsequent performance - at our discretion by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery) - within a reasonable period of time set by us, we may remedy the defect ourselves and demand reimbursement of the necessary expenses or a corresponding advance payment from the Supplier. If subsequent performance by the Supplier has failed or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline needs to be set; we shall inform the Supplier of such circumstances immediately, if possible in advance.
- (8) Otherwise, in the event of a material defect or defect of title, we are entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. In addition, we are entitled to compensation for damages and expenses in accordance with the statutory provisions.
- (9) We are entitled to our statutory claims for expenses and recourse within a supply chain (Supplier recourse pursuant to §§ 478, 445a, 445b or §§ 445c, 327 para. 5, 327u BGB) in addition to the claims for defects without restriction. In particular, we are entitled to demand exactly the type of subsequent performance (rectification or replacement delivery) from the supplier that we owe to our customer in the individual case; in the case of goods with digital elements or other digital content, this also applies with regard to the provision of necessary updates. Our statutory right to choose (§ 439 (1) BGB) is not restricted by this.
- (10) Before we acknowledge or fulfill a claim for defects asserted by our customer (including reimbursement of expenses pursuant to §§ 445a para. 1, 439 para. 2, 3, 6 sentence 2, 475 para. 4 BGB), we shall notify the supplier and request a written statement, briefly explaining the facts of the case. If the supplier does not make a substantiated statement within a reasonable period and we cannot reach an amicable solution, the claim for defects we actually grant is owed to our customer; in this case, the supplier is responsible for providing evidence to the contrary.
- (11) Our claims arising from Supplier recourse also apply if the goods have been combined with another product or processed in any other way by us, one of our customers or a third party, e.g. by installation, attachment or installation, prior to their sale to a consumer.

§ 7 PRODUCT LIABILITY

- (1) The Supplier is responsible for all claims asserted by third parties for personal injury or damage to property, which are attributable to a defective product, supplied by him and is obliged to indemnify us against any liability resulting therefrom. If we are obliged to recall products from third parties due to a defect in a product delivered by the supplier, the supplier bears all costs associated with the recall action. Significant contributions to causation by SUER shall reduce the compensation claim proportionately.
- (2) The Supplier is obliged to maintain product liability insurance at his own expense with a sum insured of at least EUR 1,000,000.00, which, unless otherwise agreed in individual cases, need not cover the recall risk or punitive or similar damages. The Supplier shall send us a copy of the liability policy at any time upon request.

§ 8 INTELLECTUAL PROPERTY RIGHTS

- (1) In accordance with this § 1, the Supplier warrants that the products supplied by him do not infringe any third-party Intellectual Property rights in countries of the European Union or other countries in which he manufactures the products or has them manufactured. This applies in particular to trademark rights, patent rights, design rights and copyrights. The Supplier is obliged to indemnify us against all claims asserted against us by third parties for infringement of Intellectual Property rights and to reimburse us for all necessary expenses in connection with such claims. This does not apply if the supplier proves that he is neither responsible for the infringement of Intellectual Property rights nor should have been aware of it at the time of delivery if he had exercised due commercial care.
- (2) Our further statutory claims regarding defects of title in the products delivered to us remain unaffected.

§ 9 SPARE PARTS

- (1) The Supplier is obliged to keep spare parts for the products delivered to us in stock for a period of at least six years after delivery.
- (2) If the Supplier intends to discontinue the production of spare parts for the products delivered to us on or after the expiry of the period specified in para. 1, he shall notify us of this immediately after the decision to discontinue. He must make this decision at least six months before he discontinues the production.

§ 10 CONFIDENTIALITY

- (1) The Supplier is obliged to keep the terms of the order and all information and documents made available to him for this purpose (with the exception of publicly accessible information) secret for a period of at least three years after the date of delivery and to use them only for the execution of the order. He shall return the said documents to us immediately upon request after the order has been processed or any related inquiries have been dealt with.
- (2) Without our prior written consent, the supplier may not refer to the business relationship in advertising material, brochures, etc. and may not exhibit delivery items manufactured for us.
- (3) The Supplier may only use for deliveries to third parties models, matrices, templates, samples, tools and other means of production, as well as confidential information provided to him by SUER or paid for in full by SUER, with the prior written consent of SUER. In all other cases, deliveries may only be made to third parties if this does not infringe SUER's industrial property rights/intellectual property rights (know-how). After prior agreement with the supplier, SUER is generally prepared to permit the joint use of such industrial property rights/intellectual property rights (know-how) against payment of license fees.
- (4) Means of production in the sense just described, which are invoiced to SUER, become our property upon payment. In this respect, all rights, in particular property rights and copyrights are reserved. After fulfillment of the contract, these means of production are returned to SUER upon request.
- (5) Furthermore, the supplier must keep the documents secret from third parties, even after termination of the contract. The confidentiality obligation only expires if and to the extent that the knowledge contained in the documents provided has become generally known. Special confidentiality agreements and statutory provisions on the protection of secrets remain unaffected.
- (6) The Supplier shall obligate his subcontractors in accordance with this § 10.

§ 11 ASSIGNMENT

- (1) The Supplier is not entitled to assign his claims arising from the contractual relationship to third parties. This does not apply insofar as monetary claims are concerned. In this case, SUER is entitled to make payment to the Supplier or the third party at their own discretion with discharging effect.

§ 12 QUALITY ASSURANCE AND DOCUMENTATION

- (1) The supplier shall comply with the recognized rules of technology, the safety regulations and the agreed technical data for his deliveries. Changes to the delivery item require the prior written consent of SUER. For the initial sample inspection, reference is made to the VDA publication „Assuring the quality of deliveries - supplier selection/production processes - and product release/quality performance in series production“, Frankfurt am Main 1998. Irrespective of this, the supplier must constantly check the quality of the delivery items. The contracting parties shall inform each other about the possibilities of quality improvement.
- (2) If the type and scope of testing as well as the testing equipment and methods have not been firmly agreed between the supplier and SUER, SUER is prepared, at the supplier's request, to discuss the tests with the Supplier within the scope of our knowledge, experience and possibilities in order to determine the required state of the art in testing technology. In addition, SUER shall inform the Supplier of the relevant safety regulations upon request.
- (3) In the case of commercial vehicle parts specially marked in the technical documents or by separate agreement, for example with „D“, the Supplier must also record in special records when, in what way and by whom the delivery items have been tested with regard to the characteristics requiring documentation and what results these tests have produced. The supplier must keep the test documents for at least 15 years and present them to SUER if required. The Supplier must obligate upstream suppliers to the same extent within the scope of the legal possibilities. For guidance, we refer to the VDA publication „Nachweisführung - Leitfaden zur Dokumentation und Archivierung von Qualitätsforderungen“, Frankfurt am Main 1998.

(4) Insofar as authorities responsible for motor vehicle safety, exhaust emission regulations or similar require access to the production process and the test documents of SUER in order to verify certain requirements, the Supplier agrees, at the request of SUER, to grant them the same rights in his company and to provide all reasonable support.

§ 13 WORK IN OUR PLANTS

(1) Persons who enter SUER's plants in fulfillment of a supply contract or the obligations arising therefrom are subject to the provisions of SUER's plant regulations. The Supplier shall oblige upstream Suppliers to comply with the plant regulations.

(2) SUER is only liable for damages in the event of injury to life, limb or health or due to intentional or grossly negligent breaches of duty by SUER or its vicarious agents. If third parties enter SUER's plants on the basis of instructions from or contractual obligations towards the supplier, the Supplier undertakes to indemnify SUER against all claims for damages against the third parties, with the exception of damage caused intentionally or through gross negligence on the part of SUER.

§ 14 PROVISION OF MATERIALS

(1) If SUER provides the supplier with material, it shall retain ownership of this material. Processing or transformation by the Supplier are carried out for SUER. In the event of processing or mixing, SUER acquires co-ownership of the new item in the ratio of the value of its item to the other processed items at the time of processing.

(2) The Supplier shall store and label separately materials provided by SUER. He shall adequately insure them against fire, water, theft and other damage at his expense.

(3) The Supplier may only use the materials provided by SUER as intended.

(4) If the Supplier sells material that is the property of SUER, he hereby assigns to SUER the claims against the purchaser arising from the sale, including all ancillary rights. SUER accepts this assignment.

(5) The Supplier remains authorized to collect the claim. This does not affect SUER's right to collect the claim itself; however, they undertake not to collect the claim as long as the supplier duly fulfills his obligations.

(6) For good cause, the supplier is obliged, at the request of SUER, to notify the purchaser of the assignment and to provide SUER with the documents required to assert the claim.

(7) SUER shall release the securities held by them to the extent that their value exceeds the claims to be secured by more than 20%.

§ 15 COMPLIANCE WITH THE LAW

(1) The Supplier is obliged to comply with the relevant statutory provisions in connection with the contractual relationship. This applies in particular to anti-corruption and money laundering laws as well as antitrust, employment and environmental protection regulations.

(2) The Supplier shall ensure that products supplied by him fulfill all relevant requirements for placing on the market in the European Union and the European Economic Area. He must provide SUER with evidence of conformity on request by submitting suitable documents.

(3) The Supplier shall make reasonable efforts to ensure compliance of his subcontractors with the obligations incumbent in the Supplier under this § 15.

§ 16 PLACE OF FULFILLMENT, PLACE OF JURISDICTION, APPLICABLE LAW, FINAL PROVISIONS

(1) If the Supplier is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a public-law entity or if he has no general place of jurisdiction, Remscheid shall be the place of fulfillment for both parties and the place of subsequent performance (obligation to be performed at the place of performance) as well as the place of jurisdiction for all possible disputes arising from the business relationship between SUER and the customer. Overriding statutory provisions on jurisdiction, in particular exclusive jurisdiction remain unaffected.

(2) The relations between SUER and the supplier are exclusively subject to the law of the Federal Republic of Germany. The United Nations Convention on the International Sale of Goods of 11 April 1980 (CISG) (UN Sales Convention) does not apply.

(3) The respective German version of the GPC takes precedence over the respective English version.

(4) Insofar as the contract or these GPC contain loopholes, the legally effective provisions that the contracting parties would have agreed in accordance with the economic objectives of the contract and the purpose of these GPC if they had been aware of the loopholes shall be deemed to have been agreed to fill these loopholes.

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