

Purchasing conditions

Eissmann Automotive Deutschland GmbH

I. Validity

The only purchasing conditions that shall apply are those below of Eissmann Automotive Deutschland GmbH, referred to in the following as "Eissmann". Eissmann does not recognize the vendor's terms and conditions unless Eissmann has specifically agreed to their validity. These Purchasing Conditions shall also apply even if Eissmann accepts deliveries without reservation knowing that the vendor's terms and conditions are in any way inconsistent with or deviate from Eissmann's Purchasing Conditions. These Purchasing Conditions shall also apply to future transactions with the vendor.

II. Conclusion of the contract

Eissmann's orders shall only be binding if Eissmann places them in writing or by fax. Verbal or telephone orders and additions or amendments to an order (purchase order) shall only be effective if Eissmann confirms them in writing or by fax.

III. Acceptance

1. The respective order shall be deemed to have been accepted by returning the copy of the order confirmation. A vendor's confirmation that deviates from the order represents a new offer, which requires renewed written approval by Eissmann. Additions and amendments require prior written approval by Eissmann.
2. Eissmann shall no longer be bound by the order if it has not been accepted by the vendor according to the provision in Para. 1. within 14 days of the order date.

IV. Deliveries / no assignment / delay

1. Timely fulfillment is of decisive significance for Eissmann orders. The vendor shall execute deliveries in the quantities and on the dates indicated in the order and/or in the corresponding release declarations issued by Eissmann. Receipt of the goods at the intended location determined by Eissmann shall be the determining factor for compliance with the delivery date. Should the vendor fall behind with its deliveries according to the delivery schedule, then Eissmann is entitled, in addition to its other rights, (i) to arrange a faster form of transport and demand reimbursement from the vendor of all associated additional costs and (ii) to demand that the vendor reimburse all costs that arise for Eissmann and/or its customers from production delays as a result of failure to adhere to the delivery schedule.
2. For every failure to comply with the obligations in this agreement EGA is entitled to request a penalty from the Supplier in an amount deemed reasonable by EGA, the justness of which can be verified by the court responsible. This does not affect any other rights or claims made by EGA. The penalty will be offset against any claim for damages made by EGA
3. The vendor can only assert the absence of necessary documents, data or supplies that Eissmann must supply where it has requested these in writing and has not received them within a reasonable time.
4. Unless otherwise agreed, any dispatch of the goods as per the relevant order must be made DAP (Incoterms 2010) to the location determined by Eissmann. The risk for accidental loss and the accidental deterioration of the goods and all charges, including freight, packaging, customs duties, taxes and other expenditure, lies with the vendor. Partial deliveries are only permissible with Eissmann's prior written consent.
5. Eissmann reserves the right to return to the vendor, carriage paid against an appropriate credit note, bulky packaging, empty containers, crates, boxes, etc. that were used by the vendor to ship the goods to Eissmann regardless of any wear and tear caused by the shipment or otherwise. Deviations by the vendor from the provisions of the statutory regulations applicable regarding packaging, including the packaging regulation (VerpackV) valid at the time, shall require Eissmann's prior written consent.
6. Every delivery must be accompanied by a delivery note in duplicate containing all the details given by Eissmann for the respective order and in particular the order number and date, parts numbers, batch numbers and position numbers. Partial deliveries and final installment deliveries are also to be identified as such.
7. Eissmann shall not be liable for accidental loss or accidental deterioration of excess deliveries or goods delivered ahead of schedule. In the case of deliveries as per 1 above, Eissmann is entitled to return the goods to the vendor at the vendor's risk or to store them at its premises at the vendor's risk and expense. Payments shall only become due by the agreed payment deadline.
8. No part of an order from Eissmann shall be assigned or transferred to a subcontractor without Eissmann's prior written consent. The vendor shall be as liable for compliance with all rights and obligations arising from the respective order by any sub-supplier, preliminary supplier or subcontractor as it would be for its own fault or negligence.
9. Unless otherwise agreed in the respective order by Eissmann, the vendor shall provide all tools or other items necessary for its fulfillment, shall maintain these items in good condition and shall replace them at its own expense, if necessary.

V. Quality

In addition to these Purchasing Conditions, the Eissmann Quality Assurance Agreement for Suppliers shall apply to all the vendor's deliveries and services. The Quality Assurance Agreement for Suppliers is a constituent part of every delivery and service to Eissmann or to one of Eissmann's subsidiary companies. The vendor can find the Quality Assurance Agreement for Suppliers at the following link to Eissmann's website: www.eissmann.com (supplier portal, download center). Eissmann will also send the Quality Assurance Directive to the vendor upon request.

VI. REACH compliance, RoHS Restriction of Hazardous Substances, sustainability and environmental regulations for suppliers, compliance with emission regulations

1. The vendor agrees only to supply products that fulfill all requirements of the in the most recent version of the European EC 1907/2006 (REACH) regulation in combination with EC 1272/2008 (CLP regulation). In addition, the seller undertakes to provide all necessary information without needing to be asked for it and in a timely manner. This includes in particular the registration and notification duties under REACH. Prior to the first delivery or after relevant changes, the vendor agrees in this connection to supply unsolicited the material safety data sheets for substances and mixtures and/or the required information according to Article 32 of the REACH regulation in the most recent version.
2. The seller is obligated to notify the customer in the information about the weight percent if the delivered products (substance, mixture or product) contain a substance that is listed in a respective valid candidate list published by the European Chemicals Agency in a concentration of more than 0.1 weight percent (w/w).
3. RoHS Restriction of Hazardous Substances
The seller confirms that the products delivered by him to us do not contain any substances whose placing on the market in the products is prohibited according to the RoHS Directive 2011/65 / EU of the European Parliament and of the Council of

08.06.2011 on the restriction of the use of hazardous substances in electrical and electronic equipment.

He confirms compliance with the maximum permissible concentration in homogeneous materials in percent by weight of

- Lead (Pb), 0,1 %
 - Mercury (Hg), 0,1 %
 - Cadmium (Cd), 0,1 %
 - Hexavalent chromium (Cr6+), 0,1 %
 - Polybrominated biphenyls (PBB), 0,1 %
 - Polybrominated diphenyl ether (PBDE), 0,1 %
 - Bis(2-ethylhexyl) phthalate (DEHP), 0,1 %
 - Butyl benzyl phthalate (BBP), 0,1 %
 - Dibutyl phthalate (DBP), 0,1 %
 - Diisobutyl phthalate (DIBP), 0,1 %
- in accordance with Annex II to the Directive.

4. When submitting an offer, the seller undertakes to comply with the applicable OEM specifications with regard to the emission regulations in the vehicle interior (these include emissions, fogging, odour or formaldehyde, among other things).
5. Should the vendor breach one of the above-mentioned obligations, Eissmann shall have the right at no cost to Eissmann to cancel the relevant order involved or to refuse acceptance of the corresponding delivery.
6. Eissmann Automotive Deutschland GmbH has specified a declaration on sustainability and environmental protection for its suppliers. This sustainability standard defines Eissmann Group Automotive's standards and requirements for your suppliers. The supplier must comply with these requirements. The sustainability policy can be found on the Eissmann homepage:
<http://www.eissmann.com/en/supplier-portal/download-center.html>

VII. Audit rights / checking and acceptance of the goods

1. On giving prior notice, Eissmann shall be entitled insofar as reasonably possible for the vendor to inspect the ordered goods at any time and place, even during manufacture. Eissmann is also entitled as part of such an inspection to demand that the vendor makes use of the Eissmann quality control procedures. The vendor shall grant access to the vendor's operating facilities at any reasonable time to Eissmann or representatives nominated by Eissmann. The vendor shall support Eissmann to the best of its abilities and at its own expense in conducting the inspection and shall in particular make available at no extra charge to Eissmann the various tools, facilities and support that may reasonably be deemed necessary for such an inspection. At Eissmann's request and to the extent necessary, the vendor shall also make available free of charge one of its qualified employees to assist Eissmann during the inspection. Should Eissmann determine in the exercise of the rights under this clause or otherwise that the work is not performed to the contractual standards, Eissmann shall inform the vendor accordingly without delay. The vendor agrees to then promptly rectify the defects at its own expense. Eissmann's further legal rights and claims shall remain unaffected.
2. Eissmann reserves all rights even in the event of payment for the goods. The failure of Eissmann to exercise any rights shall not constitute a waiver of such rights.
3. Upon receipt of goods, Eissmann is only obliged to check the vendor's deliveries with respect to variances in identity and quantity as well as transport damage and externally detectable defects. Any such shall be notified to the vendor within 10 working days after receipt of the delivery. For all other defects, the notification shall be deemed timely if sent within 10 working days of discovery of the defect.

VIII. Prices / payment

1. Eissmann shall make payments within net 60 days after complete delivery and/or service and receipt of a valid invoice according to Article VIII. 2. The above-mentioned payment methods shall result in a legal delay of the due date. The place of payment for all invoices in respect of goods is the registered office of the vendor.
The contractual relations between the vendor and Eissmann are exclusively subject to the commercial conditions (e.g. terms of payment for tools, productivity levels, etc.), which Eissmann has agreed with its OEM customer for the respective project.
2. All invoices submitted to Eissmann must be presented in duplicate, be denominated in euros, have the value added tax applicable on the day of delivery indicated separately and state the order number indicated on the order as well as the vendor's tax identification number.
3. The vendor shall grant the same conditions as are included in the respective order, in particular discounts or price reductions, to other companies affiliated with Eissmann (especially subsidiaries).
4. The agreed purchase price shall cover all costs and expenses that the vendor may incur as part of the relevant order, especially with respect to cost estimates, site visits, preparation of quotations and projects or any additional work required.
5. Eissmann shall have the right to use any counterclaims resulting from the entire contractual relationship with the vendor to offset against vendor claims. This right for Eissmann to offset shall extend to claims against companies affiliated with Eissmann. The vendor shall only have the right to retention or offset insofar as its claims are uncontested or have been legally established.
6. To protect advance payments, Eissmann reserves the right in the case of orders for tools to make the payment of the first installment dependent on the provision by the vendor of a bank guarantee covering this amount. Eissmann shall release the bank guarantee upon transfer of ownership of the ordered tools to Eissmann.

IX. The vendor's retention of title

Should the vendor's general terms and conditions provide for delivery only under retention of title, then a simple retention of title shall be deemed to have been agreed, even if the general terms and conditions are excluded according to Article I. Even in this case the vendor authorizes Eissmann to process and sell the goods in the normal course of business. An extended or prolonged retention of title is precluded.

X. Warranty

1. The vendor warrants that the goods (i) are suitable and satisfy the intended purpose, (ii) are of a quality customary on the market and free from any defects including material defects and manufacturing defects and, insofar as Eissmann has not specified the design in writing, are free from design errors, (iii) correspond to all Eissmann's specifications and requirements, (iv) correspond to all descriptions, samples, drawings, plans, specifications, designs and other information provided by the vendor and – if applicable – (v) fulfill the requirements of the European EC 1907/2006 (REACH) regulation in combination with EC 1272/2008 (CLP regulation), as amended.

2. The vendor warrants that the goods plus associated systems and business processes comply with the latest acknowledged technological, scientific and industrial standards. In the event of deviations, the vendor shall obtain Eissmann's prior consent in writing; the vendor's guarantee obligations shall not be limited or restricted by such consent. Eissmann's specifications and requirements shall have priority over industrial standards. The vendor shall inform Eissmann promptly in writing if Eissmann's specifications and requirements are not as comprehensive as the industrial standards or where the vendor recognizes deviations from the industrial standards.
 3. The vendor shall use environmentally friendly materials and means for the production of goods (and the provision of services) for Eissmann and shall ensure as far as reasonably possible that all materials supplied and services provided by suppliers, preliminary suppliers and/or subcontractors satisfy the same requirements. The vendor warrants in this respect for instance compliance with DIN ISO 14001: 2004, as amended. Upon request by Eissmann, the vendor shall issue a sourcing certificate for the goods delivered.
 4. Eissmann's inspection or approval of samples, drawings, specifications or other data produced by the vendor as part of the respective order shall not limit the vendor's liability. All claims by Eissmann arising out of the respective order including these Purchasing Conditions shall persist even beyond acceptance, use and/or payment by Eissmann.
 5. Eissmann shall be entitled to the full statutory warranty rights. The warranty period shall be 36 months from delivery and/or acceptance by Eissmann (in the case of machinery, for instance). With respect to parts of the delivery that were reconditioned or repaired within warranty, the warranty period starts anew at the moment the vendor has completely satisfied Eissmann's claims for rectification. Should the vendor fail to comply with its warranty obligations within the period of time set by Eissmann, Eissmann shall have the right to undertake the necessary measures or have them undertaken by third parties at the vendor's expense, without prejudice to any other rights. The vendor's obligation to bear the costs includes in particular the costs for transport, travel, labor and material plus installation and removal costs or the costs for any incoming goods inspection exceeding the usual scope. The costs and risk for accidental loss and the accidental deterioration of the goods during return shipment lies with the vendor.
 6. Eissmann shall be entitled to remedy minor defects – in complying with its duty to reduce damages – without previous agreement and without thereby restricting the vendor's warranty obligations. The same shall apply in urgent cases if there is a risk of extraordinarily high damages.
 7. If there is a consumer at the end of the supply chain, the provisions of §§ 478 and 479 of the German Civil Code shall apply without restriction to the relationship between Eissmann and the vendor.
- XI. Exemption from product liability**
1. If a product or producer's liability claim is made against Eissmann, its employees, representatives, legal successors or contractual partners by a third party as a result of personal injury or damage to property and if this injury or damage was caused by a vendor's product, the vendor shall indemnify and hold Eissmann harmless against such claims insofar as it is liable itself via a relationship to a third party.
 2. The vendor shall bear all recall costs if Eissmann should be obliged to implement a recall on account of the defectiveness of a vendor's product and the endangerment of persons and objects resulting from this product. Insofar as possible and reasonable Eissmann shall notify the vendor at the earliest opportunity and give it the opportunity to comment.
 3. Eissmann's further legal claims shall remain unaffected.
 4. If the vendor is aware of indications that recall of a product ordered by Eissmann could be necessary, it must promptly inform Eissmann and provide corresponding documentation.
 5. Insofar as the cause of the damage lies within the vendor's area of responsibility, the vendor shall provide the burden of proof.
 6. When required by Eissmann the vendor shall promptly assume the legal defense against ongoing or anticipated proceedings brought against Eissmann by a third party.
- XII. Violation of intellectual property rights / indemnification**
1. The vendor shall release Eissmann, its employees, representatives, legal successors, contractual partners and other users of the goods from all claims by a third party as well as the costs of prosecution resulting from infringement by the vendor of a patent, utility model, registered design, copyright or any other industrial property rights in any country. When required by Eissmann the vendor shall at its own expense defend itself and / or the users referred to in the first sentence against each such infringement action or infringement claim. The vendor's obligations according to the previous two sentences shall also apply even if Eissmann specifies a part of the design of the goods or a part of the manufacture of the goods or if Eissmann has specified the entire design and/or manufacture, but the infringement is caused by other circumstances for which Eissmann is not responsible.
 2. If the sale and/or use of the goods is expected to be prohibited or in Eissmann's judgment is likely to be prohibited, the vendor shall at its own expense and at Eissmann's choice either procure the necessary licenses for the further use of the goods by Eissmann or its customers, replace the goods with equivalents that do not infringe third-party intellectual property rights or amend the goods to the extent that they no longer infringe intellectual property rights.
 3. The rights under this Article XII, clauses 1 and 2, do not exist if the conflicting rights were not known to the vendor and the vendor in applying the diligence of a prudent businessman would not be expected to be aware of them. Eissmann's further legal claims shall remain unaffected.
 4. The vendor shall recognize the right to property and the rights of Eissmann to the trademarks, logos, designations, and packaging designs used for the goods. It shall not itself use these trademarks, logos, designations and packaging designs or not use or allow to be used these or similar trademarks, logos, designations and packaging designs. The obligations of the vendor under these Purchasing Conditions shall also remain in force beyond the termination or completion of the respective order.
- XIII. Amendments**
1. Eissmann may at any time in writing amend drawings, designs, specifications, materials, packaging, delivery time, place of delivery or mode of transport in relation to the goods. Should such changes increase or decrease the costs or time required for proper performance by the vendor, an appropriate adjustment shall be agreed and the affected order shall be modified accordingly in writing. A claim by the vendor to a corresponding adjustment must be submitted with evidence of its amount within 10 (ten) working days after the day on which the vendor was first notified of the amendment. The vendor shall continue the implementation of the amended order until agreement is reached on such an adjustment.
2. The vendor shall not be permitted to make any changes to the design, material, process, procedure or execution unless Eissmann has previously approved these in writing.
- XIV. Force majeure**
1. Force majeure, such as circumstances caused by natural phenomena, regulatory measures, fire, flood, explosion, natural disasters, war, labor disputes (including lock-outs and strikes), injunctions, decrees or other unavoidable events that restrict the vendor from service provision shall entitle Eissmann, without prejudice to its other rights, to fully or partially withdraw from the contract and/or obtain the product itself or via the vendor by other means and/or reduce its purchase quantities without liability to the vendor. Eissmann shall be entitled to withdrawal insofar as the restriction is not simply temporary.
 2. Should Eissmann have to change its delivery schedule due to force majeure and the delivery is delayed, on instruction from Eissmann the vendor shall hold the goods back and deliver them after elimination of the cause for the delay.
 3. Vendor and purchaser shall promptly inform each other in writing about cases of force majeure and the expected duration.
- XV. Termination / withdrawal**
1. Eissmann can terminate the respective job or a part of it by written notice to the vendor with reasonable notice. Upon receipt of termination, the vendor shall immediately stop all work and arrange that any suppliers, preliminary suppliers and/or subcontractors stop their work. Eissmann shall pay for all goods, which (1) according to the delivery schedule referred to in Eissmann's relevant order were binding and are ready for shipment before the vendor receives the termination, (2) are in accordance with all of the requirements of this order and (3) are free from all encumbrances.
 2. Eissmann shall be entitled to terminate the order in whole or for individual parts if Eissmann's purchaser for reasons of model changeover or other constructive or technical changes or for other reasons not attributable to Eissmann withdraws partially or totally from an order placed with Eissmann or announces or restricts the scope of its order to which the vendor's goods relate as part of the respective order. The vendor shall have no further claims against Eissmann arising from such a termination beyond the already completed part of the contract. Under no circumstances shall Eissmann be liable for the expected or actual loss of profits, interest or other compensation for consequential damages. Eissmann shall not reimburse any work completed after the vendor received notice of termination or the costs of any of the vendor's suppliers, preliminary suppliers and/or sub-contractors that could have been avoided by the vendor.
 3. Where good cause exists, in particular in the case of a delay in delivery, illegal behavior on the part of the vendor, significant deterioration of its assets, insolvency, over-indebtedness, the winding-up or dissolution of the vendor, Eissmann shall have the right to withdraw from the respective contract in whole or in part or to terminate the contract.
- XVI. Secrecy**
- The vendor shall treat as confidential all information disclosed by Eissmann in the context of the particular order (in particular product and process drawings, product specifications and Eissmann's tools) as well as all information including all documents prepared by the vendor for Eissmann in connection with the particular order and only use this for the purpose of execution of the respective order. Anything to the contrary is only valid to the extent that the vendor proves that the information was already publicly known without its participation at the time of its revelation or use. Such information may not be reproduced, used commercially or made accessible to third parties without Eissmann's prior written consent. The vendor must only make this information available, even within its own operation, to those persons who must necessarily be used for the execution of the contract and who the vendor has equally bound to secrecy to the same extent. The obligation to confidentiality also refers to the content of all contracts with Eissmann, in particular to the new and further development of products. The vendor shall be held liable for any breach of the confidentiality obligations, as well as for infringements caused by vicarious agents or other third parties, to whom it passed on the information.
- XVII. Provisions on employer liability according to § 13 of the Minimum Wage Law (MiLoG)**
- Within the scope of the MiLoG, the vendor shall guarantee the timely payment of the minimum wage in their own company, as well as in the suppliers, preliminary suppliers and/or subcontractors used by the vendor.
- XVIII. License relating to repairs / use of protected material**
- The vendor hereby grants Eissmann a simple, royalty-free, perpetual, irrevocable, worldwide license to repair, alter, restore and relocate the goods. The vendor further grants Eissmann a simple, royalty-free, perpetual, irrevocable, worldwide license to use all the vendor's copyrighted material made available to Eissmann in the course of the performance by the vendor and relating to the goods. Without limiting the generality of the foregoing, the use of copyrighted material by Eissmann includes the reproduction, sale to customers and others plus public exhibition.
- XIX. Exemption / insurance**
1. The vendor shall be liable as per the statutory provisions for any damage that it, its suppliers, preliminary suppliers and/or subcontractors cause in connection with fulfillment of the order. The vendor shall indemnify and hold Eissmann, its employees and other representatives harmless in respect of any claims by third parties and the costs of legal proceedings arising as the result of an act or omission by the vendor, its suppliers, preliminary suppliers and/or sub-contractors.
 2. The vendor shall maintain a public liability and physical damage insurance policy that covers contractual third party insurance to the extent of the vendor's obligations under the respective order, in addition to a product liability and product recall insurance policy to a reasonable amount to be agreed with Eissmann. To provide evidence of such cover the vendor shall provide certificates, in which it expressly stipulates that the policy shall not expire, be canceled or amended without prior written notice to Eissmann with a time limit of 30 (thirty) days.
 3. Any of Eissmann's supplies must be comprehensively insured against damage and destruction. Such insurance cover must be evidenced to Eissmann upon request.
- XX. Purchaser's ownership**
1. Eissmann reserves the right of ownership to all items that Eissmann provides to the vendor, especially packaging material, models, tools, molds, dies and other design, assembly or production facilities and documents.
 2. Furthermore, Eissmann shall retain the title to all items manufactured by the vendor on behalf of Eissmann or its customers, including all associated objects referred to in Article XX, clause 1. The vendor hereby assigns the property rights to these items to Eissmann and shall preserve the property free of charge for Eissmann and Eissmann accepts this assignment. Unless Eissmann consents otherwise, the vendor shall only use or alter the property for the purpose determined by Eissmann and not for a third party. The vendor shall keep an inventory of Eissmann's property in an appropriate form and follow

Eissmann's instructions in this regard; the vendor shall treat Eissmann's property with the diligence of a prudent businessman and store, repair and maintain it at its own expense.

3. If Eissmann's property that is in the possession of the vendor should be lost or damaged, the vendor shall compensate Eissmann or at Eissmann's discretion shall replace this property at the vendor's expense. After the conclusion of the respective order, the vendor shall request instructions on what to do with the property and/or the remaining part of it, regardless of whether it in its original form or in the form of semi-finished products.
4. When requested by Eissmann the vendor shall issue to Eissmann any transferred documents, supplies and other items owned by Eissmann in the manner determined by Eissmann, including the instructed preparation, packaging and dispatch. Expenses for the preparation of the shipment shall be borne by the vendor; the dispatch shall be DAP (Incoterms 2010) to the destination designated by Eissmann. The vendor agrees to final delivery of the property to Eissmann; the vendor has no rights to set-off or retention due to a counterclaim arising from this or any other business with the vendor, unless the counterclaim is undisputed or legally established. The above provisions shall also apply to such items transferred to the vendor, which are the property of Eissmann's contractual partners, especially Eissmann customers.

XXI. Final provisions

1. The courts with jurisdiction at Eissmann's respective location for conducting business are solely responsible for all disputes arising from or in association with this agreement or the individual projects. However Eissmann shall also be entitled to sue the vendor at its location for conducting business. The contract is governed by German law with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. The place of performance (named destination) is the place that Eissmann stipulates as the delivery address for the goods or services. The payment location is Bad Urach or the respective headquarters of the Eissmann affiliated companies, insofar as these award orders to the vendor with reference to these Purchasing Conditions.
3. If any provision of these Purchasing Conditions is or becomes invalid, the validity of the remaining provisions of these Purchasing Conditions shall not be affected. The parties agree to enter into negotiations on the replacement of the invalid provision with another provision that corresponds to the original intent of the parties.
4. The Sustainability and Environmental Protection Regulations for Suppliers are part of the purchasing conditions. The document is available to download from the Eissmann supply portal.