

## **Lapmaster Wolters GmbH**

### **General Terms and Conditions of Purchase for Goods and Services**

#### **1. Scope of application**

- a. The following General Terms and Conditions of Purchase apply exclusively to our orders. The General Terms and Conditions of Purchase are available on the Internet at <https://lapmaster-wolters.co.uk/terms-and-conditions> and we will be pleased to send them to you on request. Individual agreements made between the parties shall take precedence over these General Terms and Conditions of Purchase insofar as they have been confirmed in text form.
- b. Conflicting or deviating terms and conditions of the supplier shall not apply. Our General Terms and Conditions of Purchase shall apply even if we are aware of conflicting or deviating terms and conditions of the supplier. They shall only be recognized if we agree to their validity in writing.
- c. The General Terms and Conditions of Purchase shall also apply to all future transactions with the supplier.

#### **2. Offers - Offer documents**

- a. Offers from the supplier shall be made free of charge and shall not create any obligations for us. Cost estimates shall only be remunerated by special agreement. Unless individually contractually agreed between the parties, no remuneration shall be granted for visits or the preparation of projects, etc. The supplier shall enclose with its offer all technical documents required for the assessment, such as drawings, data sheets and certificates.
- b. The supplier must adhere to our request in its offer with regard to type, quality, quantity and condition. In the event of deviations, the supplier must expressly point these out and indicate them.
- c. Offers made by the supplier require our express confirmation in order to be valid.

#### **3. Conclusion of contract**

- a. Orders must be in text form. This also applies to amendments and additions to orders. Our documents may be sent by post or electronically.
- b. The supplier must confirm our orders within five (5) working days of receipt by means of an order confirmation or by countersigning the order.

#### **4. Prices, terms of payment**

- a. The price stated in the order is binding. All prices are fixed prices and exclude subsequent claims of any kind. Unless otherwise agreed, the price is a net price plus statutory value added tax.
- b. Unless otherwise agreed, the agreed price shall include delivery "free domicile" to the place of receipt specified by us, including the usual packaging, freight, cartage and storage charges, any customs duties and all ancillary and incidental costs. The supplier is obliged to take back the packaging at his own expense at our request.
- c. Invoices can only be processed if they contain the following information: Order number (if available), item delivered, quantity delivered, price per delivery item. The supplier shall be responsible for all consequences arising from non-compliance with this obligation. Invoices that have not been properly submitted shall only be deemed to have been received by us from the time they are correct. This shall only apply if the supplier is responsible for the incorrectness of the invoice.
- d. Unless otherwise agreed, invoices are to be sent to [invoice@lapmaster-wolters.de](mailto:invoice@lapmaster-wolters.de).
- e. Unless otherwise agreed individually in text form, payment shall be made within 30 days net after proper receipt of goods and receipt of a verifiable invoice.
- f. We are entitled to set-off and retention rights to the extent permitted by law.
- g. The supplier is not entitled to assign its claims or have them collected by third parties without our prior written consent. The statutory regulation of § 354a HGB remains unaffected.

#### **5. Delivery time**

- a. The delivery or performance time stated in the order is binding. The date of receipt of the goods by us and, in the case of services, the date of performance of the work shall be decisive for compliance with the delivery or performance period.
- b. The supplier is obliged to inform us immediately in writing if the agreed delivery or performance time is not met. The supplier must also inform us if circumstances become apparent which could lead to non-compliance with the delivery or performance time. If a delay becomes apparent, the supplier shall immediately submit to us a plan of measures and a schedule for restoring the agreed delivery dates.
- c. If the supplier is culpably in default with the delivery or service, we may demand a contractual penalty of 0.2% of the net order value of the respective delivery or service concerned for each completed calendar day of the delay, but no more than a total of 5% of this net order value. Any contractual penalty paid shall be offset against any claims for damages due to default.

- d. We are entitled to refuse to accept goods and services that are delivered or rendered before the date specified in the order or to return the goods delivered prematurely after consultation and at the expense and risk of the supplier or to store them with third parties.

## **6. Transfer of risk, documents**

- a. Unless otherwise agreed, deliveries shall be made free our works or the place of receipt specified by us in the order. The confirmation of receipt is only to be regarded as acknowledgement of receipt of the goods, but not as proper fulfillment. Unless otherwise agreed, delivery shall be DDP (named place of receipt) Incoterms® 2020.
- b. Partial deliveries are only permitted with our prior written consent and must be expressly designated as such. The remaining quantity to be delivered must be indicated on the delivery bill.
- c. All shipments must be accompanied by a delivery bill with our order details such as the order number, designation and article number of the delivered items, supplier number, recipient, delivery note number and quantity delivered.
- d. The supplier is obliged to pack the goods for the required transportation in such a way that damage is avoided during normal handling of the goods. The supplier shall bear the costs of packaging. The costs of transportation insurance shall also be borne by the supplier.
- e. Each delivery must be notified to us immediately after execution by means of a dispatch note which is precisely structured according to type, quantity and weight. Dispatch notes, consignment notes and all correspondence must contain our order number.

## **7. Warranty, warranty claims, notice of defects**

- a. The supplier warrants that the performance does not have any defects that impair its value or suitability, in particular that it has the agreed quality or corresponds to the initial sample approved by us, is suitable for the use assumed under the contract and for normal use, complies with the generally recognized rules of technology, the public law regulations applicable at the time of delivery and the safety requirements applicable at the time of delivery. If agreed, the goods must bear the CE mark and have a certificate of conformity. In addition, the supplier guarantees the performance data and other characteristics contained in the order confirmation.
- b. Any process change requires the written approval of Lapmaster Wolters GmbH. In particular, the following are subject to approval: In all other respects, the quality and delivery agreements agreed separately between the parties shall apply, to which express reference is hereby made.

- i. Product relocation
- ii. Change in the source of supply of primary products, insofar as this affects product
- iii. are affected
- iv. Changes to recipes or the composition of raw materials
- v. Changes in the production process
- vi. Relocation / relocation of machines and systems.
- vii. New / replacement production or revision of tools and production facilities

In these cases, a sampling and approval procedure must be agreed with Lapmaster Wolters GmbH. Deliveries from the modified process will only be made after approval has been granted by Lapmaster Wolters GmbH. As long as approval has not been granted, the unchanged version of the product will continue to be supplied. The supplier is obliged to inform Lapmaster Wolters GmbH immediately of any process changes.

- c. When delivering goods, we are only obliged to inspect the delivery for obvious defects, deviations in quantity and obvious transport damage. Such defects must be reported to the supplier within 10 days of receipt of the delivery. In the case of all other defects, the complaint shall be deemed to have been made in good time if it is made within 10 days of discovery of the defect. Otherwise, the statutory provisions shall apply, in particular § 377 HGB (German Commercial Code).
- d. If the Contractor's delivery or service has a defect, we shall be entitled to the statutory claims for defects without restriction, whereby we shall have the right to choose the type of subsequent performance. We shall be entitled to remedy the defect ourselves or have it remedied by third parties at the supplier's expense after expiry of a grace period set for the supplier, in the event of refusal of subsequent performance or its failure, which shall be the case if two unsuccessful attempts at subsequent performance are made.
- e. The limitation period for claims for defects is 24 months from delivery to us. For safety-relevant components and spare parts, the limitation period shall be 36 months from the transfer of risk, unless a longer period is provided for by law in individual cases.

## **8. Defects of title**

- a. The supplier warrants that the goods are free from third-party property rights that conflict with or restrict the contractual and customary use of the goods.

- b. If third parties assert claims that prevent us or our customers from using the goods in accordance with the contract, we shall inform the supplier accordingly. In this case, the supplier shall, at its own expense and at our discretion, either
  - i. procure for us and/or our customers the right to use the goods; or
  - ii. design the delivered goods without protection, insofar as this does not impair the contractually agreed properties; or
  - iii. replace the delivered goods with other goods with the same properties that do not infringe any third-party property rights.
- c. The supplier shall indemnify us against any third-party claims based on existing third-party property rights and shall reimburse us for all costs incurred in defending against such claims, including the costs of legal representation. We shall inform the supplier immediately of any claims asserted by third parties and provide him with the information and documents required for defense to a reasonable extent.
- d. This obligation shall not apply if the goods were manufactured according to our specifications and the supplier was not aware of the conflicting property rights and the supplier should not have been aware of them even if he had exercised the due care of a prudent businessman.

## **9. Product liability**

- a. If the goods delivered by the supplier cause damage to the life, limb or property of a third party, the supplier shall be obliged to indemnify us on first demand against claims for damages by the third party to the extent that the cause of the damage lies within the supplier's sphere of control and/or organization and the supplier itself is liable in relation to third parties.
- b. Within the scope of its liability for cases of damage in accordance with the above paragraph, the supplier shall also be obliged to reimburse us for any expenses in accordance with the statutory provisions which arise from or in connection with a recall action carried out by us. The supplier shall provide us with reasonable support in this respect, in particular by providing us with all necessary information without delay. Other statutory claims shall remain unaffected by this.
- c. The supplier undertakes to maintain product liability insurance with cover of at least EUR 5,000,000 per personal injury and property damage, which shall remain in force during the contractual relationship and for a period of three years after its termination. The supplier shall provide us with evidence of the existing insurance cover on request. Further statutory or contractual claims for damages on our part shall remain unaffected.

## **10. Property rights and retention of title**

- a. We reserve the property rights and copyrights to illustrations, drawings, drafts, models, samples, calculations and other documents which we have provided to the supplier for the submission of an offer or for the execution of an order. These documents may not be used for other purposes, reproduced or made accessible to third parties. They must be returned to us without request after completion of the last order or destroyed in the case of electronically transmitted data. Sampling shall not incur any costs for us. The supplier's statutory retention periods shall remain unaffected; for the duration of these periods, the documents shall be retained solely for the purpose of fulfilling these obligations and then deleted or destroyed immediately.
- b. If we provide the supplier with tools, we reserve the right of ownership. The supplier is obliged to use the tools exclusively for the manufacture of the ordered goods and to clearly mark them as the property of Lapmaster Wolter GmbH. The tools must be stored separately from the supplier's tools. The supplier is obliged to insure tools belonging to us at replacement value against fire, water damage and theft at its own expense. He is obliged to carry out any necessary maintenance and inspection work in good time at his own expense. He must notify us immediately of any malfunctions. If he culpably fails to do so, claims for damages shall remain unaffected. In the event of loss of or damage to tools which we have provided to the supplier, the supplier shall, at our discretion, procure a replacement of the same type and quality or reimburse the replacement value, provided the supplier is responsible for the loss or damage.
- c. If we provide the supplier with goods, we reserve the right of ownership. Processing or transformation by the supplier shall be carried out on our behalf. If our goods are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our goods to the other processed items at the time of processing.
- d. If the goods provided by us are inseparably mixed with other goods not belonging to us, we shall acquire ownership of the new goods in the ratio of the value of our goods to the other mixed objects at the time of mixing. If the mixing takes place in such a way that the supplier's goods are to be regarded as the main item, it is agreed that the supplier shall grant us pro rata ownership. The supplier shall then keep the sole ownership or co-ownership for us.

## **11. Force majeure**

In cases of force majeure, in particular in cases of natural disasters, war, acts of terrorism, official measures, strikes, lawful lockouts as well as epidemics or pandemics (from risk assessment "moderate" by the Robert Koch Institute), which lead to considerable impairments in the provision of services, the affected parties shall be released from their performance or acceptance obligations for the duration and to the extent of the disruption. The party affected by a case of

force majeure must inform the other party immediately of the reason, extent and expected duration of the event and provide suitable evidence upon request. The parties are obliged to limit the effects of force majeure as far as possible. If the force majeure event lasts longer than three months without interruption, both parties are entitled to terminate the affected part of the contract in whole or in part for good cause, without this giving rise to claims for damages.

## **12. Confidentiality**

- a. The supplier is obliged to keep all illustrations, drawings, calculations and other documents and information received strictly confidential. They may only be disclosed to third parties with our express consent. The confidentiality obligation shall continue to apply even after completion of the order. It shall expire when the knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known. The supplier shall oblige any subcontractors in writing to maintain confidentiality in the same way and shall provide us with evidence of a corresponding obligation on request.
- b. Documents produced at our expense or provided by us, such as illustrations, drawings, drafts, models, samples, calculations and other documents may not be used for deliveries and services to third parties or for the supplier's own purposes.
- c. The supplier may only refer to an existing business relationship with us in its advertising if we have agreed to this in writing in advance.

## **13. Final provisions**

- a. Should any provision of these terms and conditions or any other agreement between us and the supplier be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced by the statutory provision.
- b. The law of the Federal Republic of Germany shall apply exclusively to all legal relationships between the supplier and us, to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods ("CISG"). For suppliers based outside Germany, a non-binding English translation of these Terms and Conditions of Purchase can be made available; the German version shall be exclusively authoritative.
- c. The place of performance for deliveries and services is the place of destination. The exclusive place of jurisdiction is our registered office. We are also entitled to take legal action at the supplier's registered office. The parties agree that this place of jurisdiction shall be the exclusive place of jurisdiction within the meaning of Art. 25 EuGVVO.

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