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GENERAL TERMS AND CONDITIONS OF PURCHASE

LINHARDT Group GmbH

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LINHARDT Hambrücken GmbH, 76707 Hambrücken, Germany

LINHARDT Pausa GmbH, 07952 Pausa-Mühltruff, Germany

§ 1 Basis of contract

- 1.1. The LINHARDT terms and conditions of purchase shall apply exclusively. Any terms and conditions of the Supplier that conflict with or deviate from LINHARDT's terms and conditions shall not be recognised; this shall also apply in the case of unconditional acceptance of the delivery. LINHARDT shall not accept conflicting terms and conditions even if LINHARDT does not expressly object to them or if LINHARDT refers to letters from the other party in which reference is made to its terms and conditions. LINHARDT's terms and conditions of purchase shall also apply to all future transactions with the Supplier, even if they are not expressly included again.
- 1.2. The statutory provisions (in particular the German Civil Code (BGB) and Commercial Code (HGB)) shall apply in addition. The provisions and guidelines specified by LINHARDT apply in their respective current version. The LINHARDT factory standards and guidelines, which form the basis of the contract and for which the latest update is also binding, can be requested by the Supplier at any time if they are not available.
- 1.3. These terms and conditions shall also apply to future transactions with the Supplier arising from the ongoing business relationship.

§ 2 Offer, contractual documents and confidentiality

- 2.1. LINHARDT's order is subject to change without notice, unless binding periods are agreed in individual cases.
- 2.2. Design drawings, plans, written documents, models, electronic data carriers, sketches and similar company documents shall remain the property of LINHARDT and shall always be treated as strictly confidential. They may not be made accessible to third parties without LINHARDT's consent. The Supplier undertakes to maintain the strictest confidentiality with regard to all other information that comes to its knowledge in the course of its activities for LINHARDT. The Supplier must impose these obligations on its staff and subcontractors as well. The documents together with copies and duplicates shall be handed over to LINHARDT upon request and after completion of the contract. Advertising making reference to LINHARDT names or similar activities is only permitted with prior consent. All records, documents and files that are relevant to the services shall be submitted by the Supplier without being requested to do so at the latest upon delivery of the services. In the event of a breach of these obligations, the Supplier shall be fully liable to LINHARDT in accordance with the statutory provisions.

§ 3 Prices and terms of payment

- 3.1. The price stated in the order is binding.
- 3.2. The price shall include the statutory value added tax in the absence of any agreement to the contrary. 'Free delivery to the destination' including loading and packaging is likewise included.
- 3.3. LINHARDT shall be entitled to rights of set-off and retention to the extent provided by law.
- 3.4. LINHARDT shall settle invoices within 120 days net; the payment periods shall commence upon receipt of the invoice, but not before delivery of the goods or provision and acceptance of the service or before complete handover of contractually agreed documentation or other documents. If the Supplier's terms of payment are more favourable, these shall apply without this implying recognition of the remainder of the Supplier's GTC.
- 3.5. Payments can be made by cheque or bank transfer. Payment is deemed to be on time if the cheque was sent by post on the due date or if the bank or post office was instructed to make the transfer on the due date.

§ 4 Delivery time and delay in delivery

- 4.1. The delivery time stated in the order is binding. The Supplier shall notify LINHARDT without undue delay as soon as it has reason to assume that it will not be able to meet the delivery dates or will not be able to meet them in a timely manner; the notification shall include the reason for and the expected length of the delay in delivery. Partial fulfilments of orders that have not been agreed upon shall not be permitted unless LINHARDT expressly requests or agrees to such partial fulfilment.
- 4.2. In the event of a delay in delivery, LINHARDT shall be entitled to claim a lump sum for damages caused by the delay amounting to 0.1 per cent of the value of the delivery (net without VAT) per working day of the delay, but no more than 5 per cent as a lump sum. In this respect, the Supplier shall have the right to prove to LINHARDT that no damage or substantially less damage has been incurred. Further legal or contractual claims (in particular compensation for damages due to breach of duty) remain reserved.
- 4.3. The Supplier must send a detailed dispatch note for each individual dispatch separately from the invoice and the delivery item on the day of dispatch. Delivery or service dates as well as deadlines for deliveries or the provision of services



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must be stated in writing; they shall be deemed to have been met if the delivery item has been received by us in accordance with the contract by the expiry of the deadline. The Supplier shall always choose the modes of dispatch and transport that are most favourable and suitable for us.

Each delivery must include a delivery note and a packing slip (in the case of transport by ship, the name and address of the shipping company and the ship must be indicated). The order references and details of the place of unloading specified by us must be stated in full in all documents (in particular on invoices and delivery notes, in dispatch notes, on packing slips and in waybills as well as on the outer packaging). Hazardous substances and goods must be packaged, labelled and shipped in accordance with national and international regulations. The information in the accompanying documents must comply with the respective national regulations. The Supplier is responsible for compliance with these obligations by its sub-suppliers as well. The Supplier shall be liable for all damages and necessary expenses resulting from the breach of its duties. Consignments that cannot be accepted due to a breach of these obligations shall be stored at the expense and risk of the Supplier. LINHARDT may determine the content and condition of such consignments. The take-back rules with regard to packaging are determined by the applicable packaging ordinance.

- 4.4 Non-compliance through no fault of the parties shall release them from their contractual obligations for the duration of the disruption. Circumstances that are not the fault of the parties include any type of non-compliance that is due to force majeure, i.e. circumstances that are beyond the reasonable control of the defaulting party despite preventive risk and supplier management measures that are customary in the industry. The Supplier may only invoke delivery disruptions as a result of Covid-19 or similar if there is a case of legal impossibility or frustration of contract. The Supplier shall take all reasonable measures to avoid delays.

§ 5 Investigating defects

- 5.1 An obligation on the part of LINHARDT to inspect the goods and to give notice of defects with regard to defects that are not obvious in accordance with Section 377 HGB is excluded. LINHARDT undertakes to carry out a minimum inspection on the basis of the delivery note and to check for transport damage; the Supplier undertakes to carry out a final inspection of the goods and shall conclude a quality assurance agreement with LINHARDT upon request.
- 5.2 In the event that no quality assurance agreement exists or that obvious defects are present, LINHARDT's complaint shall in any case be deemed to have been made in good time if it is received by the Supplier within seven working days (excluding Saturdays), calculated from the date of receipt of the goods or, in the case of hidden defects, from the date they were discovered. If the 'period of immediacy' under Section 377 HGB should be longer than seven working days in an individual case, this longer period shall apply.

§ 6 Liability for material defects and defects of title

- 6.1 LINHARDT shall be fully entitled to all statutory rights in the event of material defects and defects of title. In particular, the Supplier is responsible for ensuring that the delivery item complies with the contractual and statutory requirements and does not have any other defects. The delivery item must comply with the current rules of science and technology as well as the currently valid environmental, occupational health and safety and accident prevention provisions. In the event of defects, LINHARDT shall in particular be entitled to demand, at its discretion, either rectification of the defect or delivery of a defect-free item (subsequent performance); the Supplier shall bear the full costs incurred in this respect. Furthermore, LINHARDT shall be entitled to the statutory claims for damages in full and without limitation. Acceptance of the goods or a sample or specimen does not automatically release the Supplier from liability for defects.
- 6.2 A limitation period of three years from delivery shall apply unless longer periods are provided for by law. Insofar as the delivery item is newly delivered within the scope of subsequent performance, the limitation period shall start anew if this is to be seen as an acknowledgement of the subsequent performance obligation. The same shall apply in the event of rectification for the rectified part of the delivery item.
- 6.3 In urgent cases (imminent danger or special urgency), LINHARDT shall be entitled to remedy the defect itself at the Supplier's expense. An urgent case exists if it is no longer possible to inform the Supplier and set it a deadline (albeit a short one) for subsequent performance.

§ 7 Retention of title

- 7.1 If LINHARDT provides parts to the Supplier, LINHARDT shall retain the title thereof.
- 7.2 The retention of title shall also extend to the products resulting from the processing or transformation of LINHARDT's goods at their full value, with such processes being carried out for LINHARDT so that LINHARDT shall be deemed to be the manufacturer. If, in the event of processing or transformation involving goods belonging to third parties, right of ownership remains with said parties, LINHARDT shall acquire co-ownership in proportion to the objective values of these goods. If LINHARDT goods are mixed or combined with other items, LINHARDT shall also acquire co-ownership in the



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proportion just described. If the transaction occurs in such a way that the Supplier's item is to be regarded as the main item, it is agreed that the Supplier shall transfer co-ownership to LINHARDT on a pro rata basis. The manufacturer shall keep LINHARDT's property with the degree of care that is customary in trade.

7.3 Any retention of title by the Supplier is expressly objected to.

§ 8 Recourse

8.1 If a claim is made against LINHARDT on account of a defect in the item delivered by the Supplier on the grounds of producer's liability, product liability or on the basis of other liability facts, the Supplier shall indemnify LINHARDT against the liability resulting from the defect insofar as it is responsible for the defect. The indemnity shall be granted on the first request.

8.2 In this context, the Supplier shall also be obliged to reimburse any expenses pursuant to Sections 683, 670 BGB or Sections 830, 840, 426 BGB arising from or in connection with a warning or recall. LINHARDT shall inform the Supplier without delay of the content and scope of the warning or recall to the extent reasonable and possible. Further legal claims remain reserved.

8.3 If LINHARDT is otherwise held liable due to a defect in the item delivered by the Supplier, LINHARDT shall be entitled to full recourse against the Supplier under Section 478 BGB; an exception to this shall only exist if LINHARDT has previously been granted equivalent compensation for the recourse claim.

8.4 Any further claims and rights against the Supplier shall remain unaffected by these provisions.

§ 9 Property rights

9.1 The Supplier guarantees that no rights of third parties are infringed upon in connection with its delivery.

9.2 If LINHARDT is held liable by third parties for this reason, the Supplier is obliged to indemnify LINHARDT against such claims if LINHARDT is responsible for the infringement of the rights of third parties. The indemnity shall be granted on the first request. LINHARDT is not entitled to enter into any agreements (particularly settlements) with the third party without the consent of the Supplier.

9.3 This obligation to indemnify shall also apply to all expenses necessarily incurred by LINHARDT as a result of or in connection with the claim by a third party.

9.4 Any further claims and rights against the Supplier shall remain unaffected by these provisions.

9.5 The limitation period for claims under paragraphs (1) to (4) shall be three years, unless a longer period is provided for by law, and shall commence upon delivery of the delivery item (in the case of contracts for work, upon acceptance of the services).

§ 10 Warranty

10.1 The Supplier undertakes to comply with the recognised rules of technology and, in particular, the provisions, standards and guidelines issued by the legislature, the supervisory authorities, the employers' liability insurance associations and the VDE Association for Electrical, Electronic and Information Technologies with regard to implementation, accident prevention and environmental protection. The standards and guidelines specified by LINHARDT are valid in their respective latest version at the time of delivery.

10.2 Unless otherwise agreed, the limitation period for claims for defects shall be three years after delivery or, if such a period is prescribed or agreed by law, after acceptance; these shall apply in the event of longer statutory periods. Clause .2 shall apply to the limitation period for claims arising from defects of title.

10.3 LINHARDT shall also be entitled to remedy defects itself or to procure replacements at the expense of the Contractor in order to avert disproportionately extensive damage. However, LINHARDT shall notify the Contractor without delay – and before such measures are carried out where possible.

§ 11 Withdrawal and joint and several liability

11.1 The Supplier's statutory right of withdrawal shall be neither excluded nor limited. Likewise, LINHARDT's statutory or contractual rights and claims shall neither be excluded nor limited.

11.2 LINHARDT shall be liable without limitation only for intent and gross negligence (including that of our legal representatives and agents) and for injury to life, body and health. LINHARDT shall also be liable without limitation for the provision of guarantees and warranties if it is precisely a defect covered by such guarantees or warranties that triggers our liability. There is also no limitation in the case of liability arising from strict liability offences.

11.3 In the event of any other culpable breach of material contractual obligations (cardinal obligations), LINHARDT's remain-



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- ning liability shall be limited to the foreseeable damage typical for the contract.
- 11.4 In all other respects, LINHARDT's liability – irrespective of the legal grounds (particularly claims arising from the breach of primary and secondary contractual obligations, tort and other tortious liability) – shall be excluded.
- 11.5 The same (exclusions, limitation and exceptions thereto) shall apply to claims arising from culpa in contrahendo.
- 11.6 This Section 11 shall apply accordingly for reimbursements of expenses.
- 11.7 Any exclusion or limitation of LINHARDT's liability shall also apply to LINHARDT's legal representatives and agents.
- 11.8 A reversal of the burden of proof is not intended. Cardinal obligations are essential contractual obligations, i.e. those obligations which give the contract its character and on which the contractual partner may rely; they are thus the essential rights and obligations which create the conditions for the fulfilment of the contract and are indispensable for achieving the purpose of the contract.
- 11.9 The liability of the Supplier is regulated in Sections 6, 8 and 9 as well as by law.

§ 12 Place of performance, place of jurisdiction, applicable law, insurance and allocation of the burden of proof

- 12.1 The place of performance for our obligations (in particular for our payments) is our registered office.
- 12.2 The place of jurisdiction is our registered office, provided that the Supplier is also a trader, a legal entity under public law or a special fund under public law. The same shall apply if the Supplier has no general place of jurisdiction in Germany or moves its registered office abroad after the contract is concluded. We are also entitled to sue the Supplier at other admissible places of jurisdiction.
- 12.3 The laws of the Federal Republic of Germany (BGB, HGB) shall apply with regard to all claims and rights arising from this contract. The validity of the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict-of-law rules of the Introductory Act to the BGB is expressly excluded. The contractual language is German.
- 12.4 The Supplier must take out sufficient liability insurance (in particular, business, product and environmental liability insurance) for damages caused by its services, its personnel and/or its subcontractors at its own expense, and they must provide evidence of this insurance to us upon request. Furthermore, the Supplier shall take out adequate transport insurance at its own expense.
- 12.5 None of the clauses agreed in these terms and conditions shall alter the statutory or judicial allocation of the burden of proof.

§ 13 Other provisions

- 13.1 Amendments to the contract can only become effective with the consent of LINHARDT. These must be made in writing.
- 13.2 Should individual provisions of these terms and conditions be invalid or void in whole or in part, this shall not affect the remaining provisions. The contracting parties undertake to agree to a provision by which the meaning and purpose pursued by the invalid or void provision is largely achieved in the economic sphere.
- 13.3 We handle all data belonging to the Supplier exclusively for the purposes of the business transaction and in accordance with the requirements of the currently valid data protection provisions. Upon written request, the Supplier also has right of access to the personal data relating to it that we collect, process and use.
- 13.4 All terms and provisions shall be understood to be gender-neutral and otherwise non-discriminatory within the meaning of the General Equal Treatment Act (AGG).