

Terms and Conditions of Purchase of FLEXLOG GmbH

These Terms and Conditions of Purchase apply only to suppliers who are entrepreneurs within the meaning of Section 14 of the Civil Code of the Federal Republic of Germany (hereinafter referred to as the BGB)—that is, a natural person, a legal entity, or a partnership with legal capacity acting in the course of its commercial or independent professional activities at the time the legal transaction is concluded—or a legal entity under public law or a special fund under public law.

I. Scope of Application; Exclusive Applicability

We place all orders exclusively on the basis of the following terms and conditions. Any deviating terms and conditions must be expressly stated in writing in the purchase order. Any terms and conditions of the supplier that deviate in whole or in part from our Terms and Conditions of Purchase are not binding on us, even if we do not object to them or if the supplier states that third-party terms and conditions shall apply only upon confirmation by the supplier.

II. Quotations

Quotations from the supplier are free of charge and non-binding for us, even if they are provided in response to our inquiry. In the quotation, the supplier must strictly adhere to our inquiry regarding quantity and quality and must expressly point out any deviations.

III. Placing Orders

Verbal, telephone, and electronic orders and agreements require our written confirmation for evidentiary purposes.

If the written form is not observed in an individual case, the order or agreement is nevertheless valid. However, we are entitled to require that the written form be fulfilled retroactively.

The supplier agrees to strictly follow our instructions for order processing. All costs incurred as a result of failure to comply with these instructions shall be borne by the supplier.

IV. Documents, Drawings, Samples, and Models

All drawings, documents, samples, and models provided by us to the supplier—in whatever form—remain our property and must be returned to us. They may neither be reused nor made available to third parties. Upon request, the supplier must submit to us a single copy of the plans, design drawings, calculations, etc., required for the execution of the order for our review and approval. We will not make these documents available to third parties without the supplier's consent.

V. Color Samples, Assembly Instructions

Paint finishes must correspond to the color samples approved by us. Assembly plans and operating instructions, including circuit diagrams, must be sent to us in duplicate along with the order confirmation, but no later than with the delivery note.

VI. Inspection

We reserve the right to inspect the delivered goods at the supplier's facility at any time prior to acceptance. Such inspections neither release the supplier from liability nor constitute a premature acceptance.

Our inspector may, in an appropriate manner, verify that the supplier is using the correct materials. The inspector may conduct inspections, etc., during business and operating hours throughout the entire facility or a portion thereof, at any stage of production. We may require the supplier to make changes if production does not conform to the order. If we so require, the supplier must mark all ordered goods or materials in accordance with our instructions. The supplier must immediately notify us of any product or process changes from the product specification we have approved. The release of a product modified in this manner requires our written consent.

VII. Obligation to Inspect and Give Notice of Defects

Within the scope of the obligation to inspect and give notice of defects pursuant to § 377 HGB, we are not obligated to inspect sealed packaging. However, the supplier has the option of providing us, free of charge, with additional goods for random inspection and examination by us in accordance with § 377 HGB.

VIII. Shipping and Packaging

Shipping and packaging shall be at the supplier's expense and risk until the goods are properly accepted at our plant. Upon request, the supplier must provide us with proof of shipment of the goods. Our shipping instructions must be strictly followed.

The supplier is liable for improper packaging. If, by special agreement, the return of packaging materials to the supplier has been agreed upon, such return shall be at the supplier's expense and risk.

IX. Delivery

The drivers of all vehicles must comply with the instructions of our operations manager. The supplier is liable for all damages culpably caused by its drivers or those it has commissioned. If the supplier or its employees or agents sustain damage on our premises, our liability in the event of a breach of duty due to mere negligence on our part is limited to the foreseeable damage typical for this type of contract. This does not apply in the event of a breach of a material contractual obligation or in the event of injury to life, limb, or health. The exclusion of liability also does not apply in cases where liability for personal injury or property damage to items used for private purposes arises under the Product Liability Act. The supplier shall indemnify us against any claims by third parties. Any damage occurring at our plant must be reported to the plant manager no later than upon leaving the plant; in urgent cases, immediately.

X. Delivery Time

The delivery period begins on the date we place the order in writing. The supplier is obligated to notify us immediately as soon as it becomes apparent to the supplier that the agreed-upon delivery date cannot be met on time. Deliveries that arrive before the agreed-upon delivery date without written consent may be returned or stored at the supplier's expense and risk.

XI. Product Liability – Indemnification – Liability Insurance Coverage

To the extent that the supplier is responsible for product damage, the supplier is obligated to indemnify us against claims for damages by third parties upon first request, provided that the cause lies within the supplier's sphere of control and organization and the supplier is personally liable in its external relations.

Within the scope of its liability for damage events within the meaning of paragraph (1), the supplier is also obligated to reimburse any expenses pursuant to Sections 683, 670 of the German Civil Code (BGB) or pursuant to Sections 830, 840, 426 of the German Civil Code (BGB) that arise from or in connection with a recall campaign carried out by us. We will inform the supplier—to the extent possible and reasonable—of the content and scope of the recall measures to be carried out and give the supplier the opportunity to comment. Other statutory claims remain unaffected. The supplier undertakes to maintain product liability insurance with a coverage limit of €10 million for personal injury and property damage—as a lump sum. Further and/or other claims for damages remain unaffected by this provision.

XII. Intellectual Property Rights

The supplier warrants that no third-party rights are infringed in connection with its delivery. If we are held liable by a third party, the supplier is obligated to indemnify us against such claims upon our first written request; we are not authorized to enter into any agreements with the third party—without the supplier's consent—in particular to settle the matter.

The supplier's obligation to indemnify us applies to all liabilities that necessarily arise for us from or in connection with the claim by a third party.

The statute of limitations is ten years, calculated from the date the contract is concluded.

XIII. Retention of Title – Provision of Materials – Tools – Confidentiality

If we order parts from the supplier, we reserve title to them. Any processing or transformation carried out by the supplier is performed on our behalf. If our goods subject to retention of title are processed with other items that do not belong to us, we shall acquire co-ownership of the new item in the ratio of the value of our goods (purchase price plus VAT) to the value of the other processed items at the time of processing.

If the item provided by us is inseparably mixed with other items that do not belong to us, we shall acquire co-ownership of the new item in the ratio of the value of the item subject to retention of title (purchase price plus VAT) to the value of the other mixed items at the time of mixing. If the mixing is carried out in such a way that the supplier's item is to be regarded as the principal item, it is hereby agreed that the supplier shall transfer proportional co-ownership to us; the supplier shall hold sole ownership or co-ownership in trust for us.

We reserve title to the tools; the supplier is obligated to use the tools exclusively for the manufacture of the goods ordered by us. The supplier is obligated to insure the tools belonging to us at replacement value, at its own expense, against fire, water, and theft damage. At the same time, the supplier hereby assigns to us all claims for compensation arising from this insurance; we hereby accept the assignment. The supplier is obligated to perform any necessary maintenance and inspection work on our tools, as well as all upkeep and repair work, in a timely manner at its own expense. The supplier must notify us immediately of any malfunctions; if the supplier fails to do so through its own fault, claims for damages remain unaffected.

The supplier is obligated 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 remain in effect even after the performance of this contract; it shall expire if and to the extent that the manufacturing knowledge contained in the illustrations, drawings, calculations, and other documents provided has become generally known.

To the extent that the security interests to which we are entitled pursuant to paragraph (1) and/or paragraph (2) exceed the purchase price of all our goods subject to retention of title that have not yet been paid for by more than 10%, we are obligated, at the supplier's request, to release the security interests at our discretion.

XIV. Invoicing and Payment

Invoices must be issued, stating the order number we have assigned. The payment term and discount are determined not by the invoice date, but by the date we receive the invoice.

Invoices lacking information necessary for verification shall be deemed not to have been received. We may return such invoices for completion.

We will make payment in accordance with the payment terms specified in the order following receipt of the invoice, but no earlier than the day we receive the delivery. All invoices must comply with the provisions of the Value-Added Tax Act as well as all relevant guidelines, implementing regulations, etc. If this is not the case, an invoice shall be deemed not to have been received. We will notify the supplier of this within two weeks of receiving the invoice.

XV. Prohibition on Assignment

Claims may only be assigned to third parties with our written consent.

XVI. Place of Performance, Jurisdiction

The law of the Federal Republic of Germany shall apply.

The place of performance for deliveries and our payments is Karlsruhe.

For all legal disputes arising from this contract, the place of jurisdiction is agreed to be Karlsruhe, provided that the supplier is a merchant, a legal entity under public law, or a special fund under public law. This agreement on the place of jurisdiction also applies if the supplier does not have a general place of jurisdiction within Germany or, after the conclusion of the contract, relocates its domicile, registered office, or habitual residence outside the scope of application of the German Code of Civil Procedure (ZPO).