



## Terms & Conditions of Purchase

Applicable to the business transactions of Prinz & Co. GmbH ("Prinz") – registered office Otto-Hahn-Straße 10, 58739 Wickede – with companies, legal entities and special assets under public law for the supply of production materials and capital goods ("Contractual Items"), unless otherwise regulated by separate agreement. These Terms & Conditions of Purchase also apply to service agreements and contracts for work and materials.

### I. Standard Conditions

1. These Terms & Conditions of Purchase apply exclusively; Prinz does not recognise the Supplier's contradictory or alternative general terms and conditions of business, unless Prinz has expressly agreed to them. Neither the unconditional acceptance of deliveries nor the unconditional payment of the Supplier's invoices shall constitute acceptance of his terms and conditions.
2. Any subsidiary agreements, alterations and additions must be submitted in writing, as must any waiver of this requirement of submission in writing.

### II. Orders, Shipping and Packaging

1. Framework agreements, orders and delivery schedules and their acceptance, alteration and extension must be completed in writing. This may also take place using data transmission or electronic data stores. The contractual obligation for written submission shall also be deemed to have been met by the use of electronic communication.
2. If the Supplier does not expressly accept the order in writing within 14 days of receipt, Prinz is entitled to withdraw it. Delivery schedules are binding if the Supplier does not reject them at the latest within 24 hours of receipt.
3. Insofar as it is reasonable to do so, Prinz may make changes to the Contractual Items in respect of their design, performance and delivery date. The effects of such changes with regard to additional and reduced costs and delivery dates shall be dealt with as appropriate by mutual agreement between the parties.
4. The Contractual Items must be packed, packaged and prepared for transport and storage in accordance with the relevant statutory provisions and with customary due care and attention. Deliveries must include a packing slip, consignment note, delivery note and all other accompanying paperwork required by Prinz.
5. The place of fulfilment is the location to which the Contractual Items are to be delivered in accordance with the contract. Shipping is carried out at the risk of the Supplier. The risk of damage shall remain with the Supplier until acceptance of the delivery or service by Prinz or Prinz's agents at the location to which the goods are to be delivered in accordance with the contract.

### III. Delivery and Delivery Dates

1. Agreed delivery dates and periods are binding. Compliance with the delivery dates and periods shall be determined by the receipt of the Contractual Items by Prinz. If delivery "ex works" is not agreed (DPP or DDU in accordance with Incoterms 2000), the Supplier shall prepare the Contractual Items for loading and shipping in good time.
2. In the event of default on a delivery date by the Supplier, Prinz is entitled to demand a contractual penalty of 0.2 % of the order value for each working day of the delay, but limited to a maximum of 10 % of the order value, unless the Supplier can demonstrate that the loss actually incurred is smaller. Further or other statutory claims remain unaffected by this, a contractual penalty may be incurred.
3. If the Supplier becomes aware that the delivery dates or delivery periods cannot be observed, he shall notify Prinz of this without delay, specifying the reasons for and length of the delay. The Supplier undertakes to take all necessary counter-measures to prevent a delay and to minimise the consequences of such a delay, at his own expense. Claims relating to delays in delivery remain unaffected.

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4. Unconditional acceptance of the delayed delivery shall not constitute relinquishment of Prinz's rights to claim compensation.
5. If the Contractual Items are delivered before the agreed date, Prinz is not obliged to accept them and is entitled to return them at the Supplier's expense. If the goods are not returned in the event of early delivery, Prinz shall store the goods until the delivery date at the expense and risk of the Supplier. Prinz is entitled, but not obliged, to accept surplus quantities of contractual products. Prinz reserves the right to return surplus deliveries at the Supplier's expense. Prinz shall only accept part deliveries by express agreement. In the event of agreed part deliveries, the Supplier shall provide a list of the outstanding quantities.

#### IV. Prices

1. The prices are understood to be free to the place of receipt, inclusive of packaging and freight. If a price is exceptionally agreed to be "ex works" or "ex warehouse" (Incoterms apply in the version applicable at the time of placing the order), we shall only meet the lowest shipping costs, which must be specified by you on the goods invoice. The delivery shall be shipped free of charge to the place of receipt.

#### V. Invoice and Payment

1. As a matter of principle, two copies of all invoices shall be provided, with the duplicate clearly marked as such. Under no circumstances may they be included with the goods. The invoices shall include the order number, date of the order and the supplier number; otherwise, no guarantee can be given of compliance with the payment period. Part deliveries shall be clearly marked as such on the invoices.
2. Payment shall be made on the 25<sup>th</sup> day of the month following delivery with a discount of 3 %, or net on the 25<sup>th</sup> day of the 2<sup>nd</sup> following month. Payment shall be made by a payment method of our choice. Agreed payment periods begin from the time specified in the order. If the invoice is not available on receipt of the goods, the payment period shall depend on receipt of the invoice. All payments presuppose the proper fulfilment of all obligations on the part of the Supplier by the due date. Payment is made on condition of invoice verification.
3. Prinz has the right to offset and withhold payments in accordance with the law. In the event of a defective delivery, Prinz has the right to withhold payment of the invoice proportionally, until such time as the delivery has been properly completed. If and insofar as payments for defective deliveries have already been made, Prinz has the right to withhold other payments due, up to the amount of the payments made.
4. The Supplier does not have the right to assign his claims against Prinz to third parties without prior written consent from Prinz.

#### VI. Quality

1. The Supplier shall comply with the latest scientific and technological standards, the relevant health and safety regulations and the agreed specifications for his deliveries.
2. Immediately on receipt of the delivery, Prinz shall verify the identity and quantity of the delivery and shall check the delivery for obvious transport damage. If Prinz identifies a defect in so doing, Prinz shall notify the Supplier without delay. Prinz shall notify the supplier of defects not identified in this process within an appropriate period, as soon as they become apparent in the normal course of business. To this extent, the Supplier shall relinquish any objection on the grounds of delayed notification of defect.

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### VII. Liability for Defects

1. The statutory provisions regarding liability for defects shall apply, unless otherwise regulated below.
2. Notification of a defect shall be deemed to be a demand for supplementary performance without delay. Prinz has the right to choose the type of supplementary performance, although, as a matter of principle and in the absence of any choice being made, an undamaged item shall be supplied. If the Supplier is unable to provide supplementary performance or if he does not comply with the demand for supplementary performance without delay, in urgent cases Prinz has the right to rectify the defect itself at the Supplier's expense or to arrange for its rectification by a third party.
3. In the event of faulty parts that are already in the field, supplementary performance by the Supplier shall be deemed to be impossible. Instead, this shall be arranged by the customer or in a workshop. In this case, the Supplier undertakes to reimburse the costs claimed from Prinz, including in the case of faulty parts from markets that are not subject to mandatory return in the absence of physical evidence. Markets that are not subject to mandatory return are all sales markets in which no mandatory return of faulty goods, or only a partial mandatory return of faulty goods, has been agreed with the vehicle manufacturers. The basis for determining the proportion of defective parts from markets not subject to mandatory return of goods is the relevant agreement with the customers. If the actual number of faulty parts is determined by Prinz, the vehicle manufacturer or its suppliers, this shall be used in place of the estimated number with due consideration for the acceptance rate, even without physical evidence.
4. Should Prinz incur costs as a result of a defective delivery, in particular transportation, shipping, labour or material costs or costs for sorting and checking, or if Prinz has to meet such costs on behalf of the customer, the Supplier shall reimburse them.
5. The statutory warranty provisions shall apply.
6. If Prinz takes back a product manufactured or sold by Prinz or if the purchase price paid to Prinz is reduced or any other claim is pursued against Prinz relating to a statutory obligation in respect of the end customer and if this is the result of a defect in the Contractual Item delivered by the Supplier, Prinz reserves the right to take recourse against the Supplier. This right to take recourse shall expire at the earliest 2 months after Prinz has met its claim in respect of its customer, but at the latest 5 years after the supplier made delivery to Prinz.

### VIII. Liability and Recall

1. If a claim is made against Prinz for damages or reimbursement of expenses, the Supplier is obliged to indemnify Prinz against such claims at the first request, insofar as the cause lies in the control and organisational responsibilities of the Supplier, in particular if the claim results from a defect in the Contractual Item supplied by him. In the event of liability without fault, this shall not apply if the Supplier is not responsible.
2. As part of his liability as defined under paragraph 1, the Supplier is also obliged to reimburse any costs and expenses, in particular material, installation, dismantling, labour, inspection and transport costs, that arise in connection with any recall action or similar exchange arrangement. Prinz shall notify the Supplier of the content and extent of such action insofar as it is possible and reasonable to do so, and provide him with the opportunity to make representations.
3. The Supplier shall also accept liability for all Contractual Items supplied but not manufactured by him or for parts thereof. The Supplier shall be liable to the same extent for his vicarious agents and representatives, in particular for sub-suppliers, as he is in cases where he is at fault himself.
4. The Supplier shall guarantee that no rights of third parties have been breached in connection with the delivery of the Contractual Item. If a claim is made against Prinz in this connection by a third party, the Supplier shall indemnify Prinz against such claims at the first request. The expiry period for any such claim is 10 years from delivery.

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### IX. Safety / Environment / Hazardous Materials

1. The Supplier is obliged in making deliveries and providing services to comply with the latest versions of the relevant statutory regulations, guidelines and directives concerning health and safety and the environment. If the Contractual Item involves a substance or preparation that possesses hazardous properties as defined by the German Hazardous Substances Act, or such properties only arise during handling, Prinz must be informed in writing of the health and safety regulations to be observed. In doing so, the type of application and the local prerequisites shall be considered on an individual basis.

### X. Involvement of Subcontractors

1. The involvement of subcontractors is only permitted with the prior written consent of Prinz.

### XI. Acts of God

1. Acts of God, unrest, measures taken by the authorities and other unforeseeable, unavoidable and serious events shall release the parties from their obligation to provide performance for the duration of the disturbance and in accordance with its effect. If the disturbance is of not inconsiderable duration or demand on Prinz is significantly reduced as a result of the disturbance, Prinz has the right to withdraw from the contract in whole or in part.

### XII. Confidentiality

1. The Supplier undertakes to treat in confidence all business or technical documents, information and data to which he is given access by Prinz in the course of or in connection with their contractual collaboration and in particular not to pass these on to third parties, to use them only for the purpose of fulfilment of the contract and to make them available only to such persons and staff who must have knowledge of them in order to fulfil the contract. This shall not apply insofar as the information is demonstrably in the public domain. The Supplier may not himself make use of or pass on to third parties details of the business operations of Prinz of which he becomes aware during the period of the contractual relationship and thereafter.
2. Sub-suppliers / subcontractors are under the same obligation.

### XIII. General Provisions

1. If an application for insolvency proceedings is made in respect of the assets of one of the contracting parties, the other contracting party has the right to withdraw from the part of the contract that has not been completed.
2. The contract is subject to the law of the Federal Republic of Germany, with the exclusion of the conflict of laws and the UN Convention on the International Sale of Goods.
3. The court of jurisdiction is the Supplier's registered office, Werl-Westönnen, Wickede or the place of fulfilment, at Prinz's discretion. The language of the contract is German.
4. Should any of the provisions of these Terms & Conditions and the agreements they pertain to be or become invalid, the validity of the remaining provisions remains unaffected. The parties shall replace the invalid clause with a similar provision that corresponds as closely as possible to the commercial purpose of the original.
5. In the event of any discrepancy or ambiguity in this English version of our terms and conditions, the wording of the German version shall always take precedence and be legally binding.

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