

1. General information, scope of conditions

- 1.1 These General Conditions of Purchase ("GCP") apply to all business relations between D. Lechner GmbH ("Lechner") and its respective contractual partners who supply goods and/or services ("Products") to Lechner ("Supplier"). In particular, the GCP shall apply to agreements on the sale and/or delivery of movable goods, regardless of whether the Supplier manufactures the products itself or procures them from its suppliers (articles 433 and 651 of the German Civil Code [BGB]). Unless the parties have agreed otherwise, these GCP in their respective version shall also apply as a framework agreement for similar future contracts with the suppliers, without Lechner having to refer to them again in each individual case. The current version of these GCP can be retrieved at www.mylechner.de.
- 1.2 The GCP only apply to suppliers who are entrepreneurs in accordance with article 14 of BGB, legal entities under public law or special funds under public law.
- 1.3 These GCP apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Supplier shall only become part of the contract if and insofar as Lechner has expressly agreed to their validity. This applies in any case, even if Lechner accepts the products without reservation in knowledge of the Supplier's general terms and conditions or pays the Supplier without reservation.
- 1.4 For the purpose of clarification, Lechner points out that individual agreements with the Supplier shall prevail over these GCP. A written agreement or written confirmation from Lechner is decisive for the content of these agreements. The Supplier reserves the right to provide proof to the contrary.
- 1.5 If the Supplier wishes to declare or indicate something legally relevant in relation to the contract with Lechner (e.g. setting of deadlines, reminders, declarations of withdrawal), this must be done in written or text form (e.g. email, fax, letter). Legal formal requirements shall remain unaffected by this, as shall the obligation to provide further evidence, in particular in cases of doubt as to the legitimacy of the declarant.

2. Conclusion of contract

- 2.1 An order from Lechner shall be considered binding at the earliest upon written submission or confirmation. The Supplier must inform Lechner of obvious errors (e.g. calculation or spelling errors) or incompleteness of the order and all order documents so that Lechner can correct or supplement these before acceptance. Otherwise the contract shall be deemed not to have been concluded.
- 2.2 Lechner may cancel its order if the Supplier has not confirmed it in writing within two weeks of receipt (order confirmation) or has not performed it without reservation. If the Supplier does not declare acceptance of the order until two weeks have elapsed, this shall constitute a new offer from the Supplier which shall require Lechner's acceptance.
- 2.3 Any deviations, changes or additions to the order by means of the order confirmation must also be accepted by Lechner.
- 2.4 If the Supplier prepares drafts, samples, calculations, costings, project models, etc., this shall be free of charge and non-binding.
- 2.5 Cost estimates are binding and are not to be remunerated unless expressly agreed otherwise.
- 2.6 Delivery call-offs within the framework of order and call-off planning shall become binding if the Supplier does not object within two working days of receipt.
- 2.7 Lechner reserves the right to agree separate packaging regulations with the Supplier.

3. Delivery time, delay in delivery

- 3.1 The dates and deadlines stated in the order are binding. If the delivery time is not specified in the order or otherwise agreed, the delivery time customary in the industry shall be deemed to have been agreed. The date of receipt of the goods by Lechner shall be decisive for compliance with the delivery date or the delivery period.
- 3.2 If any difficulties arise with regard to production, the supply of raw materials, compliance with the delivery date or the scope of delivery or similar circumstances which the Supplier recognises or must recognise and which could prevent it from delivering on time or in the agreed quality, it must notify Lechner immediately.
- 3.3 If the Supplier does not provide its service or does not do so within the agreed delivery period or if it is in default, Lechner's rights – in particular to rescission and damages – shall be governed by the statutory provisions, unless otherwise agreed.
- 3.4 The Supplier is not entitled to place its services under the reservation of self-delivery.
- 3.5 If Lechner declares the unconditional acceptance of the delayed delivery or service, neither the express nor the implied waiver of Lechner's claims for damages due to the delayed delivery or service is included.
- 3.6 If the Supplier is in default, Lechner shall be entitled – in addition to further legal claims – to demand lump-sum compensation for the damage caused by default to the amount of 0.3% of the net price of the delayed products per working day, but not more than a total of 5% of the net price of the delayed goods. Lechner reserves the right to prove that greater damage has been incurred. The Supplier reserves the right to provide evidence that no damage or considerably less damage has been incurred.

4. Performance, transfer of risk, default of acceptance

- 4.1 Unless otherwise expressly agreed in writing between Lechner and the Supplier, deliveries and services shall be made DDP (Incoterms 2010) to the location of Lechner in 91541 Rothenburg ob der Tauber, Germany or to another destination designated by Lechner. The respective place of destination shall also be the place of performance for the delivery and any subsequent performance (debt to be discharged at the creditor's domicile). The transfer of risk takes place when the delivered products are handed over at the place of destination. If

- acceptance is agreed, this shall be decisive for the transfer of risk; in all other respects, the statutory provisions of the law on contracts for work and services shall apply mutatis mutandis to acceptance.
- 4.2 Without the prior written consent of Lechner, the Supplier is not entitled to have the services owed by him performed by third parties. The Supplier shall bear the procurement risk for its services, unless otherwise agreed in individual cases.
- 4.3 Partial deliveries are not permitted unless Lechner has expressly agreed to them. The Supplier is not entitled to make advance deliveries unless Lechner agrees to this. Lechner is entitled to return premature deliveries or partial deliveries at the expense of the Supplier or to store them in a forwarding warehouse. The Supplier shall be invoiced for the additional personnel costs incurred in connection therewith and actually incurred.
- 4.4 For quantities, weights and dimensions, the values determined by Lechner during the incoming goods inspection are decisive, subject to the Supplier's proof to the contrary.
- 4.5 Each delivery shall be accompanied by delivery notes in duplicate. The delivery notes must contain the date (issue and dispatch), the content of the delivery (article number and quantity) as well as Lechner's order identification (date and number). If the delivery notes are missing or incomplete, Lechner shall not be responsible for the resulting delays in processing and payment.
- 4.6 Lechner's default in acceptance shall be determined in accordance with the statutory provisions. In any case, the Supplier shall also be obliged to expressly offer its services to Lechner if a time determined or determinable according to the calendar has been agreed for an action or cooperation of Lechner (e.g. the provision of material). If Lechner is in default of acceptance, the Supplier may demand reimbursement of its additional expenses according to the legal regulations (article 304 of BGB). If the contract between Lechner and the Supplier concerns an unrepresentable item to be produced by the Supplier, the Supplier shall only be entitled to further rights if Lechner has committed itself to cooperation and is responsible for its non-availability.

5. Prices, invoice, terms of payment

- 5.1 The prices offered in the order are binding. Unless otherwise agreed, the prices are DDP (Incoterms 2010) including packaging to the location of Lechner in 91541 Rothenburg ob der Tauber, Germany or to another destination designated by Lechner.
- 5.2 Unless otherwise agreed between Lechner and the Supplier, the price includes all services and additional services of the Supplier (e.g. installation or assembly) as well as all additional costs (e.g. packaging, transport, insurance, travel expenses and the provision of tools as well as allowances). In the case of imported goods, the price includes customs duties, taxes and any inspection costs.
- 5.3 The information in the orders and delivery schedules of Lechner shall apply. One copy of the invoice shall be sent to the email address below exclusively by electronic means, stating the relevant statutory provisions, in particular the invoice number, tax number, date of delivery or service, quantity and type of products delivered and other allocation features (order number): inv-rot@lechner-ag.de; it may not be attached to the consignments.
- 5.4 Unless otherwise agreed, the invoice shall be settled either within 14 days less 3% discount or within 30 days without deduction from the date of the complete delivery and service (including acceptance, if agreed) and receipt of the invoice.
- 5.5 Payment shall be made subject to invoice verification. Invoices shall only be settled for ordered items. If Lechner pays the Supplier's invoices, this does not constitute an acknowledgement that the delivered products are free of defects, that they have the contractual quality or the warranted characteristics or that the delivery has been made completely or on time.
- 5.6 Lechner shall not pay any late payment interest. The provisions on default of payment shall remain unaffected thereby.
- 5.7 Lechner is entitled to set-off and retention rights as well as to the plea of non-performance of the contract to the legal extent. Lechner is in particular entitled to withhold due payments as long as they are still entitled to claims from incomplete or defective services against the Supplier.
- 5.8 The Supplier can only set off or assert a right of retention against Lechner's claims on the basis of counterclaims which have been legally established, are ready for decision or are undisputed.
- 5.9 Fulfilment also occurs if the payment is made by a third party and not by Lechner.
- 5.10 Should Lechner already have to pay the purchase price in whole or in part before delivery, the Supplier is obliged to present Lechner with a guarantee for the amount of the respective advance payment. The guarantor must be a credit institution or credit insurer authorised in the European Community. The guarantee must be given for an indefinite period, in writing and waiving the plea of advance action.
- 5.11 Lechner shall not be obliged to pay in advance if the Supplier does not present the guarantee referred to in section 5.10 within 14 days of the first request by Lechner. In this case, section 5.4 shall apply.

6. Notice of defects

- 6.1 Subject to a deviating quality assurance agreement between Lechner and the Supplier, an inspection of the goods by Lechner upon receipt of the goods shall only take place with regard to defects which become apparent during the incoming goods inspection under external inspection, including the delivery documents as well as during the quality inspection by random sampling. If acceptance has been agreed, there shall be no obligation to inspect.
- 6.2 Lechner shall notify any defects arising in this context immediately after discovery. The complaint shall be deemed immediate and therefore timely if it is received by the Supplier within three calendar days of discovery or, in the case of obvious defects, as of delivery.
- 6.3 The obligation to give notice of defects discovered later shall remain unaffected by this.

7. Claims for defects

- 7.1. The statutory provisions on material defects and defects of title shall apply unless otherwise regulated below.
- 7.2. The Supplier shall be liable for ensuring that the products have the agreed quality upon transfer of risk to Lechner. In particular, product descriptions which have become the subject of the respective contract between Lechner and the Supplier or which have been included in the respective contract in the same way as these GCP shall be deemed to be of the agreed quality. It is irrelevant whether the product description originates from Lechner, the Supplier or the manufacturer.
- 7.3. Lechner has the right to choose the type of subsequent performance. If the Supplier does not fulfil its obligation to subsequent performance chosen by Lechner within the reasonable period of time set by Lechner, Lechner may remedy the defect itself and demand from the Supplier reimbursement of the necessary expenses or a corresponding advance payment. If subsequent performance by the Supplier has failed or is unreasonable for Lechner (e.g. in urgent cases, in particular to avert acute dangers, e.g. for operational safety or avoidance of disproportionate damage), there is no need to set a deadline.
- 7.4. Contrary to article 442 (1) sentence 2 of the BGB, Lechner is entitled to claims for defects without restriction even if Lechner was not aware of the defect at the time the contract was concluded due to gross negligence.
- 7.5. The Supplier guarantees that the products are delivered free of rights of third parties and that no rights of third parties are infringed by the delivery. In particular, the Supplier warrants that it has unrestricted access to the delivered goods. In addition, the Supplier guarantees that no rights of third parties, in particular industrial property rights such as patents, trademarks, utility models, designs or copyrights, are infringed in connection with its delivery. In case of defects of title or other claims of third parties resulting from alleged infringements of rights, the Supplier shall indemnify Lechner upon first request. The Supplier's obligation to indemnify refers to all expenses necessarily incurred by Lechner from or in connection with the claim by a third party. Lechner is only obliged to judicially clarify the alleged violation of rights if the Supplier makes the expected costs available to Lechner in advance and, in particular, transmits the information necessary for the execution of a judicial dispute to Lechner within a reasonable period of time.
- 7.6. The mutual claims of the Supplier and Lechner shall become statute-barred according to the statutory provisions, unless otherwise specified below. Defect claims become statute-barred after three years in deviation from article 438 (1) no. 3 of BGB. The limitation period begins with the delivery of the contractual object (transfer of risk), unless acceptance has been agreed. In this case, the limitation period shall commence upon acceptance. The three-year limitation period shall also apply mutatis mutandis to claims arising from defects of title, whereby the statutory limitation period for claims in rem (article 438 (1) no. 1 of BGB) shall remain unaffected. Furthermore, claims arising from defects of title shall not become statute-barred under any circumstances as long as the third party is still entitled to assert the right against Lechner, in particular in the absence of a statute of limitations.
- 7.7. The limitation periods of the sales law including the above extension shall apply to all contractual claims for defects. Insofar as Lechner is also entitled to non-contractual claims for damages due to a defect, the regular statutory period of limitation (articles 195 and 199 of BGB) shall apply, unless the periods of limitation of the sales law lead to a longer period of limitation in individual cases.
- 7.8. If the Supplier fulfils its obligation to subsequent performance by supplying a replacement, the limitation period for the product supplied as a replacement shall begin to run anew after delivery if the defect is substantial. This shall not apply if the Supplier has expressly and appropriately reserved the right during the course of subsequent performance to make the replacement delivery only as a gesture of goodwill, to avoid disputes or in the interest of the continuation of the supply relationship.
- 7.9. If Lechner incurs costs as a result of the defective delivery or service of the Supplier, in particular transport, travel, labour, installation, dismantling, material costs or costs for an incoming goods inspection exceeding the usual scope, the Supplier shall bear these costs.
- 7.10. The Supplier is responsible for the fault of third parties, which it uses to fulfil its obligations towards Lechner, as if it were its own fault.

8. Product liability and recall

- 8.1. In the event that the Supplier is responsible for product damage, it must indemnify Lechner from claims of third parties if the cause lies within its sphere of control and organisation, and if it is liable in the external relationship. However, in cases of fault-based liability, this shall only apply if the Supplier is at fault. If the cause of the damage lies within the area of responsibility of the Supplier, it must prove that it is not at fault.
- 8.2. The Supplier must reimburse all expenses according to articles 683 and 670 of BGB which result from or are in connection with a claim of third parties, including recall actions carried out by Lechner within the scope of its indemnification obligation, in the cases covered in section 8.1.
- 8.3. In addition, the statutory provisions shall apply.
- 8.4. Before a recall action, which is wholly or partly a consequence of a defect of the product delivered by the Supplier, Lechner shall inform the Supplier and give it the opportunity to comment.
- 8.5. The Supplier shall be obliged to take out and maintain product liability insurance with a lump sum coverage of at least EUR 10,000,000.00 per personal injury/property damage.

9. Termination rights

- 9.1. If a continuing obligation has been agreed between Lechner and the Supplier, Lechner shall be entitled to terminate the contract without notice beyond the statutory rights of withdrawal if a substantial deterioration of the financial circumstances of the Supplier occurs or threatens to occur and the fulfilment of a delivery obligation towards Lechner is thereby endangered. A material deterioration of the financial circumstances shall be deemed to have occurred in particular if the

Supplier is declared insolvent, the Supplier ceases payments, the Supplier is deemed to be threatened insolvent in accordance with article 18 of the German Insolvency Code (InsO) or overindebted, the Supplier applies for the opening of insolvency proceedings or comparable proceedings to settle debts in respect of the Supplier's assets or operations or if the opening of insolvency proceedings in respect of the Supplier's assets is rejected for lack of assets.

- 9.2. If Lechner terminates the contract due to the aforementioned contractual right of termination, the Supplier must compensate Lechner for the resulting damages, unless the Supplier is not responsible for the occurrence of the right of termination.

10. Retention of title, provision of materials

- 10.1. The transfer of the delivered products to Lechner must take place unconditionally and regardless of the payment of the agreed delivery price. In this respect, any retention of title to the delivered products is excluded.
- 10.2. The materials, parts, containers and special packaging ("Supplies") provided by Lechner against payment or free of charge shall remain the property of Lechner. These may only be used for their intended purpose. The processing and the assembly of the materials are carried out for Lechner. The Supplier and Lechner agree that Lechner shall become co-owner of the products manufactured using Lechner's materials and parts in the ratio of the value of the materials provided to the value of the entire product, which shall be stored by the Supplier for Lechner free of charge. Lechner retains co-ownership of the products manufactured using the products provided by Lechner until the complete fulfilment of its claims arising from the products provided by Lechner. The Supplier is entitled to resell the products manufactured by Lechner during the ordinary course of business under retention of title. The Supplier hereby assigns to Lechner in full all claims and ancillary rights to which the Supplier is entitled from the resale of these products. Lechner accepts this assignment. The assigned claims serve to secure the claims arising from the provision of Lechner. The Supplier is entitled to collect the assigned claims. If the value of the securities existing for Lechner exceeds the value of its claims by more than 10% in total, Lechner shall release the securities of Lechner's choice at the Supplier's request.

11. Documents and secrecy

- 11.1. All business or technical information made accessible by Lechner (including features which may be taken from objects, documents or software handed over, and other knowledge or experience) shall, as long as and insofar as they are not demonstrably publicly known, be kept secret from third parties and may only be made available in the Supplier's own company to persons who must necessarily be consulted for their use for the purpose of delivery to Lechner and who are also obliged to secrecy; they shall remain the exclusive property of Lechner.
- 11.2. Without the prior written consent of Lechner such information – except for deliveries to Lechner – may not be duplicated or used commercially. At Lechner's request, all information originating from Lechner (including any copies or records made) and items lent by Lechner shall be returned to Lechner immediately and completely, or destroyed. Lechner reserves all rights to such information (including copyrights and the right to register industrial property rights such as patents, utility models, semiconductor protection, etc.); the Supplier shall not be granted any right of use or license.
- 11.3. Products which are manufactured according to documents designed by Lechner, such as drawings, models and the like, or according to its confidential information or with its tools or copied tools, may neither be used by the Supplier itself nor offered or delivered to third parties. This shall also apply mutatis mutandis to Lechner's print orders.

12. Supplier regress

- 12.1. In addition to the statutory warranty rights, Lechner may unreservedly invoke the legally determined recourse claims within the supply chain (supplier regress according to articles 445a, 445b, 478 of BGB). In particular, Lechner is entitled to demand from the Supplier exactly the kind of supplementary performance that Lechner owes its customers in individual cases. Lechner's legal right of choice (article 439 (1) of BGB) remains unaffected.
- 12.2. Before Lechner acknowledges or fulfils a claim for defects asserted by its customers (including reimbursement of expenses, articles 445a (1), 439 (2) and (3) of BGB), Lechner will inform the Supplier and ask for a written statement with a brief description of the facts. If a substantiated statement is not made within a reasonable period of time and no amicable solution is reached, the claim for defects actually granted by Lechner shall be deemed owed to its customer. In this case, the Supplier shall be responsible for providing proof to the contrary.
- 12.3. The claims arising from supplier regress shall also apply if the defective products have been further processed by Lechner or another entrepreneur.

13. Export control and customs

- 13.1. The Supplier shall be obliged to inform Lechner in its business documents about any licensing obligations or restrictions for (re)exports of its goods in accordance with German, European, US export and customs regulations as well as the export and customs regulations of the country of origin of its goods and to send Lechner the following information in good time before the first delivery for goods subject to licensing: Lechner material number, goods description, all applicable export list numbers including the Export Control Classification Number according to U.S. Commerce Control List (ECCN), trade policy origin of goods, statistical goods number (HS code), a contact person in its company to clarify any queries.
- 13.2. The Supplier is obliged to inform Lechner immediately of any changes in the approval obligations of its goods delivered to Lechner due to technical, legal changes or official findings.

14. Compliance

- 14.1. Within the business relationship with Lechner, the Supplier undertakes not to offer, grant, demand or accept advantages in business dealings or dealings with public officials that violate applicable anti-corruption regulations.
- 14.2. Within the business relationship with Lechner, the Supplier undertakes not to enter into any agreements or concerted practices with other companies which have as their object or effect the prevention, restriction or distortion of competition in accordance with the applicable antitrust laws.
- 14.3. The Supplier warrants to comply with the applicable laws governing the general minimum wage and to oblige subcontractors commissioned by it to the same extent. Upon request, the Supplier shall provide evidence of compliance with the above assurance. In the event of breach of the above warranty, the Supplier shall indemnify Lechner against any claims by third parties and shall be obliged to reimburse Lechner for any fines imposed on Lechner in this connection.
- 14.4. The Supplier shall comply with the respective statutory regulations on dealing with employees, environmental protection and occupational safety and shall work to reduce adverse effects on people and the environment in its activities. To this end, the Supplier shall set up and further develop a management system in accordance with ISO 14001 within the scope of its capabilities. Furthermore, the Supplier shall observe the principles of the UN Global Compact Initiative which essentially concern the protection of international human rights, the abolition of forced and child labour, the elimination of discrimination in employment and occupation, as well as responsibility for the environment (www.unglobalcompact.org).
- 14.5. In the event of a suspicion of a breach of the obligations under sections 14.1 to 14.4, the Supplier must immediately inform Lechner of any possible breaches and inform Lechner of the measures taken to clarify the matter. If the suspicion proves to be justified, the Supplier must inform Lechner within a reasonable period of time of the internal measures that it has taken to prevent future infringements. If the Supplier does not comply with these obligations within a reasonable period of time, Lechner reserves the right to withdraw from contracts with the Supplier or to terminate them with immediate effect.
- 14.6. In case of serious infringements of the law by the Supplier and in case of infringements of the provisions in sections 14.1 to 14.4, Lechner reserves the right to withdraw from existing contracts or to terminate them without notice.

15. Place of performance

The place of performance shall be the place to which the products are to be delivered in accordance with the order or the place in which the service is to be rendered.

16. General provisions

- 16.1. Should any provision of these terms and conditions and any further agreements reached be or become invalid, this shall not affect the validity of the remaining provisions.
- 16.2. The contractual relationships covered by these GCP shall be governed exclusively by the laws of the Federal Republic of Germany, excluding conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).
- 16.3. The place of jurisdiction for all legal disputes arising directly or indirectly from or in connection with the contractual relationships which these GCP involve shall be Ansbach in Bavaria. Ansbach district court (91522 Ansbach – Germany) is responsible for proceedings before the local courts. Lechner is further entitled, at Lechner's option, to sue the Supplier at the court of the Supplier's registered office or branch or at the court of the place of performance.
- 16.4. Lechner does not participate in a dispute settlement procedure.