

**GENERAL TERMS AND CONDITIONS OF PURCHASE
OF LINDNER ARMATUREN GMBH - KURZE STRASSE 10, 09117 CHEMNITZ
STATUS » NOVEMBER 2023**

1. SCOPE

- 1.1. These Terms and Conditions of Purchase apply to all deliveries, services and offers of our suppliers insofar as these are entrepreneurs within the meaning of Section 14, BGB (German Civil Code), legal persons under public law or special public assets. These Terms and Conditions of Purchase are deemed an integral part of all contracts that we enter into with our suppliers regarding the goods and services they offer. They also apply to all our future deliveries, services or contracts, including if they have not been separately agreed upon again
- 1.2. The terms and conditions of business of our suppliers or third parties shall not apply, including if we do not object to their validity separately in an individual case. Even if we cite a letter containing the terms and conditions of the supplier or a third party, or refer to such conditions, this shall not constitute any kind of consent to the validity of such terms and conditions of business.

2. ORDERS AND CONTRACTS

- 2.1. Our orders and contracts are subject to the written form, text form or forwarding by way of electronic data exchange. Text form is understood to mean forwarding by fax, computer fax or e-mail.
- 2.2. The Supplier undertakes to confirm the order or the contract within a period of 7 workdays in the same form or in the event of another agreed form in such a form. Following expiry of this period, we shall be entitled to cancel the order or the contract.
- 2.3. We shall be entitled to withdraw from the contract by stating a reason in writing, in particular, if
- a) We can no longer use the ordered products at our business establishment as a result of circumstances that occur after entering into the contract for which the Supplier is responsible (e.g. failure to meet statutory requirements), or considerable effort is required to use them, or
 - b) The Supplier's financial circumstances deteriorate after entering into the contract to such an extent that a delivery as per agreement is not to be expected, or
 - c) Force majeure, industrial action, interruption of operations for which we are not responsible, administrative measures and other unavoidable events, insofar as these last for a considerable period of time and result in a considerable reduction in our requirements or jeopardise the proper execution of the contract.

3. PRICES, TERMS AND CONDITIONS OF PAYMENT, INVOICE DETAILS

- 3.1. The price stated in the order has binding force. The statutory value added tax is to be stated separately. The invoice and order number, delivery note number, delivery period and other allocation characteristics are to be stated in the invoice directed to us. Invoices may be enclosed with the consignments. In addition, invoices can be sent electronically to the e-mail address accounting@lindner-armaturen.de.
- 3.2. In the absence of agreements to the contrary, we shall pay the purchase price from delivery of the goods as per agreement and receipt of invoice within 10 days subject to a 3 % trade discount or within 30 days without deductions.
- 3.3. In the case of delivery that is not as per agreement, we shall be entitled to retain payment in full, at least in an appropriate amount, up until the contract is executed as per agreement, namely without the loss of discounts, trade discounts and similar payment concessions.
- 3.4. Any confirmation of order, delivery documents or invoices are to state our order number, the product number, delivery quantity and the delivery address. In the event that one or more such details are lacking, and processing by us is delayed as part of our normal business transactions, the payment periods stated in sub-section 2 shall be extended by the delay period.
- 3.5. The Supplier's claims may only be assigned to third parties following our written approval.

4. DELIVERY TIME AND DELIVERY, PASSING OF RISK

- 4.1. The delivery time that is stated in the order or is otherwise authoritative in accordance with these General Terms and Conditions of Purchase (delivery date or period) shall have binding force. Receipt of the goods by us or at the agreed place of delivery shall be deemed authoritative. Partial and early deliveries are only permitted following our written, prior, approval.
- 4.2. The Supplier undertakes to inform us in writing without delay by way of stating reasons if circumstances arise or become apparent that make it clear that the agreed delivery time cannot be complied with.
- 4.3. If the day on which the delivery is to be performed at the latest can be determined based on the contract, the Supplier shall default upon expiry of such a day without the necessity of us issuing a warning if the delivery is not performed by such a date.
- 4.4. In the event of default in delivery, we shall be entitled to the statutory claims without restrictions, whereby we shall only exercise a right of withdrawal upon expiry in vain of a reasonable additional period or assert claims for damages in the place of performance.

- 4.5. In the case of delivery delays, we shall be entitled, following a prior, written threat made to the Supplier, to demand a contractual penalty in the sum of 2.5 %, at most 5 %, of the respective net order value for each week that commences in which the delivery is delayed. The contractual penalty is to be counted towards the damage caused by default for which the Supplier is to provide compensation. The Supplier is permitted to furnish proof that as a result of its default we have not sustained any damage or have sustained considerably less damage. The flat rate shall then be reduced accordingly.
- 4.6. Risk shall only pass to us, including if shipping has been agreed upon, if the goods are handed over to us at the agreed place of destination.
- 4.7. The values determined by our incoming goods control shall be deemed authoritative with regard to quantities, weights and measures subject to proof to the contrary.

5. RESERVATION OF TITLE

- 5.1. The drawings, diagrams, calculations, descriptions, other documents, tools and devices ("Materials") made available to the Supplier to execute the order shall remain our property. They are to be treated with care by the Supplier and at our request insured. We are entitled to all rights to these with the exception of the order-related joint utilisation rights. Without our express approval, the Supplier may neither make these available to third parties nor use them itself, or arrange to have them used by third parties, or duplicate them. At our request, the Supplier is to return these Materials to us in full if the Supplier no longer needs them for its normal business activities or if negotiations do not bring about the entering into of a contract. In this case, copies made of these by the Supplier are to be destroyed. This does not apply to storage as part of statutory storage obligations or the saving of data for back-up purposes as part of customary data security.
- 5.2. Tools and models that we make available to the Supplier, or which are manufactured for contractual purposes and for which we are invoiced separately by the Supplier shall remain our property, or ownership of these shall pass to us. The Supplier shall mark these as our property, store them with due care, protect them to an appropriate extent from any kind of damage and only use them for the purposes set out in this contract. In the absence of an agreement to the contrary, the contracting parties shall bear half the cost of maintaining and repairing these. However, insofar as these costs are attributable to defects in the items manufactured by the Supplier or inappropriate use by the Supplier, its employees or other vicarious agents, such costs shall be borne by the Supplier alone. The Supplier shall notify us without delay of any considerable damage to these tools and models. Following a request, the Supplier undertakes to properly surrender these to us if the Supplier no longer needs them to execute the contract entered into with us.

- 5.3. The Supplier's reservation of title shall only apply insofar as it refers to our payment obligation for the respective products for which the Supplier reserves ownership. Extended reservation of title is not permitted.

6. WARRANTY

- 6.1. The Supplier is responsible for the delivery items being free of material defects and defects in title, meeting our specifications and having the agreed quality as well as corresponding with the latest technological developments and relevant standards.
- 6.2. In the case of defects, we shall be entitled to the statutory warranty claims without limitations. However, contrary to this the warranty period shall be 30 months.
- 6.3. Goods shall be accepted on condition of an inspection to ensure they are free of defects and, in particular, accurate, complete and suitable for use.
- 6.4. Notification of quality and quantity variations shall, in any case, be deemed provided in good time if we notify the Supplier of these within 5 workdays following receipt by us of goods. Notification of hidden defects shall, in any case, be deemed given in good time if the Supplier is notified within 5 workdays once such defects are identified.
- 6.5. The Supplier provides a warranty such that its deliveries can be traced and undertakes to make any information in that regard available to us.
- 6.6. Upon receipt of our written notification of a defect at the Supplier's premises, the period of limitations for warranty and guarantee claims shall be suspended until the Supplier rejects our claims or states that the defect has been rectified or otherwise refuses to continue negotiations regarding our claims. In the case of a replacement delivery and rectification of defects, the warranty period for replaced and reworked parts shall start afresh unless based on the Supplier's conduct we were forced to assume that the Supplier made no undertaking regarding the measure but rather only provided the replacement delivery or rectified the defect for reasons involving goodwill or the like.

7. PRODUCT LIABILITY, PRODUCT RECALL

- 7.1. The Supplier is responsible for all claims asserted by third parties regarding personal or material damage that is attributable to a faulty product delivered by the Supplier, and the Supplier undertakes to release us from the resulting liability. The Supplier shall bear all costs and expenses in such cases, including the cost of legal defence.
- 7.2. If a defect in the delivery items that is relevant to safety necessitates a recall campaign, or if such action has been ordered by an authority, the Supplier shall bear all costs and expenses of the recall campaign, including the cost of legal defence. Where possible and acceptable, we shall coordinate with the Supplier the content and scope of such a recall campaign.

- 7.3. We shall inform, and consult, the Supplier without delay and comprehensively if we intend to take action against the Supplier in accordance with the aforementioned regulations. We are to give the Supplier the opportunity to review the case of damage. The contracting parties shall coordinate matters in respect of the measures to be taken, in particular in the case of composition negotiations.

8. PROPERTY RIGHTS

- 8.1. In accordance with this sub-section 1, the Supplier is to ensure that third party property rights are not infringed upon in conjunction with the products it supplies. The Supplier undertakes to render us exempt from all claims that third parties assert against us regarding such an infringement, and reimburse us for all costs and expenses, including the cost of legal defence, in conjunction with such legal action that is taken.
- 8.2. This does not affect our further-reaching statutory claims regarding defects in title of the products supplied to us.

9. SPARE PARTS

- 9.1. The Supplier undertakes to keep available spare parts for the products supplied to us for a period of at least 10 years following delivery.
- 9.2. If the Supplier intends, upon or following expiry of the period stated in sub-section 1, to discontinue the production of spare parts for the products supplied to us, the Supplier shall notify us of this without delay after making a decision on the discontinuation. This decision must be taken at least 6 months prior to discontinuation of production.

10. SECRECY

- 10.1. The Supplier undertakes to treat in strict confidence all information received as part of the business relationship with us, including our order and all information, documents and materials made available by us to the Supplier for this purpose, not to make them available to third parties without our written approval and only to use them to execute the order. On request, the Supplier shall return to us without delay the stated documents in respect of processing the order or dealing with enquiries that refer to the order.
- 10.2. The Supplier shall place its subcontractors under obligation in accordance with this Section 10.
- 10.3. The obligation to maintain confidentiality shall also continue to apply following the end the business relationship with us.

11. COMPLIANCE WITH LAWS

- 11.1. The Supplier undertakes, in conjunction with the contractual relationship, to comply with the statutory provisions that are authoritative for the Supplier. This applies, in particular, to anti-corruption and money laundering acts as well as antitrust, employment and environmental protection requirements.
- 11.2. The Supplier shall ensure that the products it supplies meet all authoritative requirements in respect of putting products into circulation in the European Union and the European Economic Area. On request, the Supplier is to furnish proof of such conformity by way of presenting suitable documents.
- 11.3. The Supplier shall make acceptable efforts to ensure that its subcontractors comply with the obligations stated in this Section 12, which apply to its subcontractors.

12. PLACE OF PERFORMANCE, PLACE OF JURISDICTION AND APPLICABLE LAW

- 12.1. Chemnitz is deemed the place of performance for both parties and exclusive place of jurisdiction for all disputes resulting from the contractual relationship.
- 12.2. The legal relations between us and the Supplier are subject exclusively to the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (UN Sales Law) does not apply.

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