

GENERAL TERMS AND CONDITIONS OF PURCHASE (as at: 2026/08/19)

§ 1 General – Scope

1.1 These Terms and Conditions of Purchase shall apply exclusively. We do not accept any terms and conditions of the supplier that conflict with or deviate from these Terms and Conditions of Purchase unless we have expressly agreed to them in writing. These Terms and Conditions of Purchase shall also apply if we accept the supplier's delivery without reservation despite being aware of conflicting or deviating terms and conditions of the supplier.

1.2 All agreements relating to the performance of this contract must be recorded in writing.

1.3 These Terms and Conditions of Purchase apply only to entrepreneurs within the meaning of Section 14(1) of the German Civil Code (BGB).

§ 2 Acceptance of Offer – Offer Documents

2.1 The supplier must accept our order within one week. Orders shall in principle be placed in writing; oral or telephone orders shall only become effective upon our written confirmation.

2.2 We reserve all proprietary rights and copyright in illustrations, drawings, calculations and other documents. They may not be disclosed to third parties without our express prior written consent, may be used only for the purpose of performing our order, and must be returned to us without request once the order has been completed. Clause 9 shall also apply.

§ 3 Prices – Payment Terms

3.1 Unless otherwise agreed in writing, the price includes delivery DDP (Incoterms 2020) and packaging. Any return of packaging requires a separate written agreement. If the supplier uses disposable pallets contrary to agreement, we may dispose of them at the supplier's expense.

3.2 Statutory value added tax is not included in the price. Any costs, taxes, customs duties and other charges coming into effect after the order is placed shall be borne by the supplier.

3.3 We shall only process invoices if they state the purchase order number shown in our order; the supplier shall be liable for any consequences arising from missing information. Invoices must be submitted separately and without undue delay after dispatch of the goods; they must be accompanied by the agreed documents, in particular packing lists, initial samples, test reports or tool lists.

3.4 Unless otherwise agreed in writing, we shall pay within 14 days of receipt of the goods or services and the invoice, or on any later payment date specified by the supplier, with a 3% cash discount, or net within 30 days.

3.5 We shall be entitled to rights of set-off and retention to the extent permitted by law.

§ 4 Delivery Period – Delay in Delivery – Passing of Risk

4.1 The delivery period stated in the order shall be binding. Compliance with the delivery period shall be determined by the date on which the goods are received by us.

4.2 The supplier shall inform us immediately in writing if circumstances arise or become apparent indicating that the agreed delivery period cannot be met. The supplier is aware that delays in delivery may result in substantial losses and claims on our part or on the part of our customers. The supplier is further aware that we supply our customers, inter alia, on a just-in-time basis. Delays in delivery may therefore give rise to substantial contractual penalties and claims for damages by our customers.

4.3 In the event of delay in delivery, we shall be entitled to all remedies available at law. In particular, after expiry of a reasonable grace period without result, we may claim damages and withdraw from the contract. If we claim damages, the supplier may prove that it is not responsible for the breach.

4.4 We may reject early deliveries at the supplier's expense. If we do not reject them, the goods shall be stored at our premises at the supplier's expense and risk until the agreed delivery date. In that case, payment shall be made on the basis of the agreed delivery date and payment term.

4.5 We shall accept partial deliveries only by express agreement. Any remaining quantities must be notified to us with the partial delivery.

4.6 If the supplier is in delay, we may claim a contractual penalty of 0.3% of the net order value for each calendar day of delay, up to a maximum of 5% of the net order value. We may claim the contractual penalty in addition to performance. By way of derogation from Section 341(3) BGB, it shall be sufficient if we reserve the right to claim the contractual penalty within 14 days after receipt of the late delivery or later by making a corresponding deduction from the invoice. We may also claim damages caused by the delay to the extent they exceed the contractual penalty incurred.

4.7 The risk shall not pass to us until the goods have been delivered and unloaded at our premises or at the agreed place of delivery or dispatch.

4.8 We have the right to refuse acceptance of goods in cases of force majeure, strike and lockout, operational disruptions, unrest and official orders, provided that we are not responsible for these events.

§ 5 Quality Assurance – Performance of the Contract

5.1 The supplier shall establish quality assurance in accordance with the state of the art and provide us with evidence of this upon request. We may specify the type and scope of such quality assurance in a quality assurance agreement. We require a quality management system in accordance with ISO 9001 ff. or IATF 16949.

GENERAL TERMS AND CONDITIONS OF PURCHASE (as at: 2026/08/19)

5.2 The supplier must, when submitting its offer, point out any recognisable defects or concerns, in particular with regard to the state of science and technology, environmental protection, and technical suitability and feasibility.

5.3 We may require changes to the goods supplied even after conclusion of the contract, provided that this is reasonable for the supplier. Any additional or reduced costs, as well as any effects on the delivery date, shall be taken into account appropriately.

5.4 Deviations from the order and changes shall only apply if the supplier makes special reference to them and they have been confirmed by us in writing.

§ 6 Inspection for Defects – Warranty for Defects

6.1 Obligations to inspect and give notice of defects shall not exist before complete delivery.

6.2 Our incoming inspection shall be deemed proper if, without undue delay after delivery and at the latest within 14 days, we carry out sampling checks to a reasonable extent in respect of identity, weight, dimensions and outwardly apparent deviations.

6.3 We are not obliged to carry out technical functional tests and other inspections.

6.4 We shall notify obvious defects without undue delay, and at the latest within 14 days of delivery; hidden defects shall be notified within 14 days of discovery.

6.5 We shall be entitled to all statutory rights and remedies for defects. At our option, we may require the supplier to remedy the defect or make a replacement delivery. If there are concrete indications of defective deliveries, we may have the goods tested by ourselves or by an independent testing institute at the supplier's expense. Any claims for damages shall remain unaffected.

6.6 The provisions of Sections 445a, 445b, 478, 479 BGB on recourse in the supply chain remain unaffected.

6.7 We shall be entitled to remedy defects ourselves at the supplier's expense if the supplier is in default with its obligation to provide subsequent performance or if there is particular urgency.

6.8 The limitation period shall be 36 months from the passing of risk. This period shall be extended by the duration of any subsequent performance measures undertaken by the supplier, commencing upon receipt of our notice of defect and continuing until the supplier declares in writing that the measure has been completed or refuses further subsequent performance in writing. In the case of self-remedy pursuant to clause 6.7, this period shall be extended by the time required until such remedy is completed.

§ 7 Product Liability – Indemnity – Insurance

7.1 If claims are asserted against us by customers or third parties on the basis of product liability, the supplier shall indemnify us against such claims, including reasonable costs of legal defence, to the extent that the supplier caused the damage or is otherwise responsible for it and, where liability depends on fault, is at fault.

7.2 Within the scope of its liability, the supplier shall also reimburse necessary and reasonable expenses arising from unsafe goods, in particular recall costs. Any contributory fault on our part shall be taken into account. Where possible and reasonable, we shall inform the supplier in advance and give it an opportunity to comment. Statutory claims shall remain unaffected.

7.3 If we or our customers are subject to measures by market surveillance authorities, the supplier shall, without undue delay, provide all necessary information and render all support required in order to avert or implement such measures. The supplier's own costs incurred in this connection shall not be reimbursed.

7.4 The supplier shall maintain product liability insurance with a lump-sum cover of at least EUR 10 million for personal injury and property damage and shall, upon request, provide suitable evidence of its scope and existence. Any further claims for damages shall remain unaffected.

§ 8 Intellectual Property Rights

8.1 The supplier warrants that no third-party rights are infringed in connection with its delivery.

8.2 If claims are asserted against us by third parties due to an infringement of intellectual property rights, the supplier shall, upon first request, indemnify us against such claims, including reasonable costs of legal defence. We shall not enter into any settlement without the supplier's consent.

8.3 The supplier's indemnification obligation extends to all expenses necessarily incurred by us as a result of, or in connection with, a claim by a third party, including the related costs of legal defence.

8.4 The limitation period shall be 10 years from conclusion of the contract.

§ 9 Confidentiality

9.1 The supplier shall keep all documents and information received strictly confidential and may disclose them to third parties, including affiliated companies, only with our express consent.

9.2 The confidentiality obligation shall continue to apply after completion of this contract; it shall cease if and to the extent that the manufacturing know-how contained in the illustrations, drawings, calculations and other documents provided has become generally known.

GENERAL TERMS AND CONDITIONS OF PURCHASE (as at: 2026/08/19)

§ 10 Materials, Tools

Tools, gauges and fixtures made available to the supplier shall remain our property. The supplier must clearly mark them as our property. The same shall apply to tools, gauges and fixtures manufactured by the supplier, or on the supplier's behalf, for the production of our goods.

§ 11 Provision of Materials

11.1 If we provide parts or raw materials to the supplier, we reserve title to them. Processing or remodelling by the supplier shall be carried out on our behalf. If our reserved goods are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our item (purchase price plus VAT) to the other processed items at the time of processing.

11.2 If the item provided by us is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the reserved item (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing takes place 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 us on a pro rata basis. The supplier shall keep the sole ownership or co-ownership for us.

11.3 If the security interests to which we are entitled in accordance with clause 11.1 and/or 11.2 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 shall be obliged to release the security interests at our discretion at the supplier's request.

§ 12 Retention of Title

12.1 The supplier may retain title to the delivered goods only if such retention of title expires upon payment of the agreed remuneration for the delivered goods and we are authorised to resell the goods in the ordinary course of business.

12.2 As security for further processing and resale, and in place of retention of title, we hereby assign to the supplier, if retention of title has been validly agreed under clause 12.1, our claim against our customer arising from resale of the newly manufactured product incorporating the retained goods, up to the invoice value of the retained goods delivered by the supplier in each case. If claims against our customer are entered into a current account, the assignment shall extend to the corresponding part of the balance, including the closing balance.

12.3 The supplier hereby assigns back to us the claims assigned in accordance with clause 12.2, subject to the condition precedent that we pay the remuneration invoiced for the respective reserved goods.

12.4 We are authorised to collect claims assigned to the supplier. Any revocation of this authorisation shall be effective only if we are in breach of payment obligations arising from the transaction on which the delivery of the relevant retained goods is based. In that case, the supplier may also require us to disclose the assigned claims and the debtors and to notify the debtors of the assignment, or to make such notification itself.

§ 13 Export Control, Customs and Mandatory Local Law

13.1 The contracting parties undertake to comply with all applicable sanctions, customs, foreign trade and export control laws and regulations of the European Union, the Federal Republic of Germany and any other relevant jurisdictions, in particular the United States of America and the People's Republic of China. This shall also apply where such provisions apply directly or extraterritorially, in particular where technologies, software or components originating in third countries are used. The supplier shall be responsible for assessing whether its supplies are subject to export control restrictions, in particular with regard to goods classification, licensing requirements, catch-all controls, end use, end user, destination country, re-export, onward transfer to third parties, relevant sanctions lists and country-specific restrictions. The supplier shall inform us without undue delay of any licensing, prohibition or other compliance-related risks and shall, to the extent legally permissible and necessary for the relevant supply, provide us in particular with the following information:

- the statistical commodity code (HS code) of its goods;
- the non-preferential origin of the goods;
- where applicable and legally permissible: export control classifications (e.g. EU dual-use list entries, ECCN), details of any licensing requirements, known end-use or end-user risks, and any other information required for import, export, re-export, product safety or regulatory classification; and
- a qualified contact person for any queries.

13.2 The parties shall comply with their respective obligations under national and international sanctions, customs, foreign trade and export control, data protection and other mandatory legal provisions. Each order shall be subject to the condition that its performance does not violate such provisions, including where they enter into force after conclusion of the contract.

13.3 To the extent that compliance with individual contractual duties to co-operate, provide information, conduct checks or make disclosures is wholly or partly impermissible under mandatory local laws at the supplier's registered office, place of production or other place of performance, the supplier shall be relieved from such obligation to the extent that the legal impediment actually exists. The supplier shall notify us of this immediately in writing and explain the legal restriction to the extent reasonably required.

GENERAL TERMS AND CONDITIONS OF PURCHASE (as at: 2026/08/19)

13.4 In such a case, the parties shall co-operate without undue delay and, in particular where there are conflicts between different legal systems, extraterritorially applicable provisions or blocking statutes, shall consult each other in order to agree legally permissible alternatives appropriate for the relevant compliance purpose. Such alternatives may include, in particular, aggregated or anonymised information, documentary evidence, self-disclosures, certifications, attestations by independent third parties, remote assessments or other functionally equivalent measures.

13.5 If an irresolvable conflict arises between mandatory local law and binding EU, German or other applicable legal provisions for either party, neither party shall be required to act in breach of the mandatory law applicable to it. The parties shall escalate the conflict without undue delay to management and compliance level and decide on an adjustment, suspension or, where necessary, partial or complete termination of the affected order or performance. Claims for damages arising solely from compliance with mandatory law shall be excluded in this respect; any further statutory rights, in particular rights of termination or withdrawal, shall remain unaffected. This shall apply in particular in the event of conflicts caused by extraterritorially applicable provisions or blocking statutes, including those of the European Union, the United States of America or the People's Republic of China.

13.6 The supplier shall indemnify us against all third-party claims and administrative measures resulting from any breach of sanctions, customs, foreign trade or export control laws for which the supplier is responsible. This shall not apply where the breach results from an act expressly instructed by us.

13.7 The supplier shall document compliance with export control requirements to an appropriate extent and shall, upon request, provide us with corresponding evidence in a legally permissible form. This shall include, in particular, classifications and reviews of end use, end user, destination country and any re-export or onward transfer structures.

§ 14 Sustainability

14.1 We are guided by the principle of sustainable development and observe internationally recognised fundamental standards relating to occupational health and safety, health and environmental protection, labour and human rights, and responsible corporate governance (hereinafter referred to as the "ESG Standards"). Our understanding of the ESG Standards is set out in our Code of Conduct for Business Partners [Supplier Code of Conduct](#). We expect the supplier to comply with the ESG Standards and to communicate corresponding expectations appropriately within its supply chain. Clauses 13.3 to 13.5 shall also apply to obligations to provide information, co-operate and submit to verification.

14.2 In performing the contract, the supplier must comply with the requirements regarding occupational health and safety and environmental protection specified by us in the contract.

14.3 Information, evidence and co-operation obligations of the supplier

14.3.1 Upon request, the supplier shall provide us, in good time, with such information, documents and evidence, fully, accurately and in the form required in each case, as are necessary, appropriate and legally permissible for us to comply with statutory, official, regulatory, customer-related or expressly agreed internal compliance requirements in connection with the products supplied, their constituents, packaging, origin, manufacture, processing, transport, use, disposal or other product-specific requirements. This includes, in particular, where applicable, information and evidence relating to REACH, PPWR, EUDR, product safety, market surveillance, foreign trade and comparable national, European or international requirements. Supply-chain-related information shall only be required to the extent that it is necessary for the relevant compliance purpose, legally accessible to the supplier and its disclosure is permissible under applicable law.

14.3.2 The supplier shall, without being requested to do so, update the information and evidence owed under clause 14.3.1 as soon as circumstances change or new information becomes available that is material to the accuracy, completeness or currency of the information already provided. This shall apply in particular in the event of changes to material composition, origin, production or packaging processes, regulatory classification, the loss, expiry, restriction or revocation of certificates, registrations or official approvals, and any other changes that may affect our legal or practical ability to use the supplied products.

14.3.3 The supplier shall retain, to an appropriate extent, the records, documentation, certificates, attestations, test reports and other reliable evidence underlying its obligations to provide information, evidence and co-operation, and shall make them available to us without undue delay upon request in a legally permissible form. Upon request, the supplier shall explain the plausibility, origin and currency of the information provided in an appropriate manner. To the extent that this requires information from upstream suppliers or other third parties engaged by the supplier, the supplier shall procure such information only to the extent reasonable and in compliance with applicable law. In the event of restrictions or conflicts with mandatory local law, clauses 13.3 to 13.5 shall take precedence.

14.3.4 We shall be entitled to verify compliance with the obligations under this clause on a risk-based and proportionate basis, observing the principle of necessity, or to have such compliance verified by third parties bound to confidentiality. Verification shall be limited to measures that are legally permissible and suitable for the relevant compliance purpose and may include, in particular, document reviews, self-disclosures, requests for evidence, remote assessments or supplier discussions. On-site audits shall only be permissible where they are allowed under applicable law, necessary for the relevant purpose and reasonable following prior appropriate notice. The supplier shall support us in this respect to a reasonable extent. Mandatory legal, official, data protection or other local restrictions, as well as the supplier's legitimate trade secrets, shall be respected; in such case, the parties shall without undue delay agree legally permissible and, as far as possible,

GENERAL TERMS AND CONDITIONS OF PURCHASE (as at: 2026/08/19)

functionally equivalent alternatives. In the event of restrictions or conflicts with mandatory local law, clauses 13.3 to 13.5 shall take precedence.

14.3.5 If the supplier culpably breaches its obligations under this clause, we shall be entitled to set a reasonable period for remedy. If there is a possible conflict with mandatory local law, extraterritorially applicable provisions or blocking statutes, the parties shall, before any suspension, refusal of acceptance, termination or withdrawal, first escalate the matter without undue delay to management and compliance level in accordance with clauses 13.4 and 13.5 and examine whether legally permissible and functionally suitable alternatives exist. Only if such a solution fails or is unreasonable and the supplier is responsible for the breach shall our statutory rights remain fully unaffected. In particular, we shall then be entitled to refuse acceptance of the affected delivery, withhold payments to a reasonable extent, suspend the affected order or part of the performance or, in the event of a material breach, terminate for cause in whole or in part or withdraw from the contract. Further claims, in particular for damages and indemnification against third-party claims or administrative measures, shall remain unaffected to the extent that the supplier is responsible for the breach.

14.3.6 Potential compliance breaches or human rights violations may be reported via our anonymous whistleblowing channel, which is available at: <https://www.lehvoss.de/en/company/anonymous-whistleblower-channel> or via QR code.



§ 15 Jurisdiction – Place of Performance – Governing Law

15.1 If the supplier is an entrepreneur, the courts of Hamburg shall have jurisdiction. However, we may also bring proceedings against the supplier at its general place of jurisdiction.

15.2 Unless otherwise stated in the order, our registered office shall be the place of performance.

15.3 The law of the Federal Republic of Germany shall apply exclusively.

15.4 If the supplier has its registered office outside Germany, the CISG ("United Nations Convention on Contracts for the International Sale of Goods") shall apply, subject to the following special provisions:

- a. Any amendment or termination of the contract must be made in writing. This also applies to any agreement to waive this written form requirement.
- b. In the event of a culpable breach of contract, the supplier shall also be liable for loss that was not foreseeable at the time the contract was concluded.

- c. If non-conforming goods are delivered, we may require replacement delivery from the supplier if the non-conformity amounts to a fundamental breach of contract. A breach shall be regarded as fundamental, among other things, if the goods are manufactured or distributed only by the supplier or if, for any other reason, it would be unreasonable for us to procure the goods from a third party.
- d. If non-conforming goods are delivered, we may declare the contract avoided if the non-conformity amounts to a fundamental breach of contract. A breach shall be regarded as fundamental, among other things, if the resulting loss is difficult or impossible to quantify, non-financial harm has occurred, a claim for damages is excluded under Article 79(5) CISG, confidence in the supplier's reliability has been permanently undermined in the case of continuing obligations, or the non-conformity is so serious that the goods can no longer be sold in the ordinary course of business.

§ 16 Severability

If any individual contractual provision is invalid, the remaining provisions shall remain in full force and effect. In place of the invalid provision, a provision shall apply which, to the extent legally possible, comes closest to the economic purpose intended by the invalid provision.

§ 17 Prevailing German Version

These General Terms and Conditions of Purchase shall be interpreted in accordance with German law. If the legal meaning of a translation differs from the German legal meaning, the German version shall prevail.