

Terms and Conditions of Purchase 2024

Section 1 Orders

- All our orders are subject to these Terms and Conditions of Purchase. Supplier's different terms and conditions shall not be binding for us, even if we do not expressly object to them and accept the goods in the knowledge of such terms and conditions without objection.
- We shall be entitled to cancel our orders if they have not been accepted within two weeks of being placed.
- Any changes and additions to the orders under the contract, including but not limited to the item to be delivered, and any ancillary agreements shall require our written confirmation.
- In the case of an advance order placed orally or by telex, the contents of the contract entered into shall be that of our subsequent formal order. For blanket orders, the delivery schedule shall form part of the order.
- If the order is accepted, we expect a prompt confirmation detailing the price and delivery time.
If the supplier fails to respond within 48 hours of receipt of an order, the order shall be deemed to have been accepted and confirmed.
- Our Terms and Conditions of Purchase shall also apply to all future business with the supplier.
- Delivery dates and delivery quantities stated in delivery call-offs shall be binding for a period of 4 weeks; beyond that, these dates and quantities shall be treated as forecasts. No liability for material/staff costs will be accepted for changes made after 6 weeks. Planning is done in a rolling 6-week cycle.
- Within the scope of what is reasonable for the supplier, the purchaser may request changes to the design and finish of the item to be delivered. The effects of such changes, especially as regards additional or reduced costs and delivery dates, shall be agreed amicably as appropriate.
- By accepting our order, you also undertake to deliver these products for up to 15 years following EOP.
Prices after EOP shall be agreed separately and require written consent.

Section 2 Delivery dates

- All delivery dates stated in the orders/delivery schedules are fixed dates.
- We shall be entitled to our full statutory rights in the event of non-compliance with agreed delivery/performance dates or defaults in delivery/performance.
- The supplier shall notify us immediately of any impending delays in delivery and their duration and cause. Such notification shall not avert any subsequent default.
- Early partial deliveries shall only be permissible with our prior written consent and shall not be deemed fulfillment.
- Should any doubts as to the supplier's ability or willingness to perform arise prior to or subsequent to the due date, particularly if the supplier even now gives notice that it is unable or unwilling to deliver on time, and if we have an urgent interest in clarifying the issue, we may set the supplier a deadline before or after the due date for stating its ability or willingness to perform and, if necessary, for providing proof of its ability or willingness to perform. If not such statement and/or proof has been provided on expiry of such deadline, we shall be entitled to withdraw from the contract pursuant to Section 323 of the BGB [German Civil Code] and/or claim damages or damages in lieu of performance pursuant to Sections 280 and 281 of the BGB. This shall not affect any further claims.
- In the event of a default in delivery, WEISS automotive GmbH shall be entitled to claim a lump-sum default compensation in the amount of 1% of the delivery value per full week of default, the total not exceeding 10%; we reserve the right to further legal claims (withdrawal or damages).

Section 3 Deliveries

- Each delivery must be accompanied by a delivery note indicating the details of the order.
- Deliveries shall be made carriage paid to the place of receipt, at the supplier's expense and risk.
- The delivery shall be made with freight prepaid and free of any charges to our works. Any shipments for which freight costs are not to be agreed upon delivery shall always be shipped to us using the most inexpensive shipping method. Deliveries by motor vehicle will only be accepted by us Mondays to Fridays between 7 am and 4.30 pm. We shall not pay any reimbursement for packaging costs.
- We shall not acknowledge any additional costs arising from non-compliance with our regulations or for carriage etc. at the place of dispatch.
- When accepting the order, we request that you comply with the legal and official requirements applicable to production and delivery.
- Qualitative incoming goods inspections will be performed at Weiss only in the form of spot checks.
The supplier shall be notified of any defects without undue delay. A skip lot system ensures that products delivered by the supplier may be provided to manufacturing even without having undergone a qualitative inspection. In addition, Weiss shall notify suppliers without undue delay of any defects in their parts identified during processing.

In view of the quality assurance obligations assumed by the supplier, Weiss's obligations under Section 377 of the HGB [German Commercial Code] to inspect and give notice of defects shall be reduced (spot checks).
To that extent, the supplier waives its right to invoke a delayed notice of defects if defects are detected at a later time.

Works Test Certificate

Where any D property relates to the raw material, the supplier shall prepare a works test certificate pursuant to DIN EN 10204 3.1 for each batch. This certificate must be archived according to VDA Volume 1 and presented to Weiss on request.

Where relevant, a works test certificate shall in any case be part of the initial sample test report.
A works test certificate pursuant to DIN EN 10204 3.1 shall generally be prepared for each product batch of adhesives and chemicals and submitted on delivery.

Section 4 Prices

The prices quoted are carriage paid, including packaging and insurance.
Any series prices negotiated and agreed shall be valid for the whole series and shall continue to be applied in the spare parts business for another 3 years after EOP.
These series prices shall also apply to smaller lot sizes for adjusted ET call-offs.

Section 5 Invoices

- Our order number must be stated accurately on all invoices, otherwise they will be deemed not to have been issued.
- In the case of "free domicile" deliveries, the invoice may only be issued on the date of delivery.
- In the case of partial deliveries, the invoice is to be issued only after receipt of the total quantity.
- In international business, the invoice shall indicate that the goods delivered are products originating in the EU within the meaning of the definition of Protocol no. 3 pursuant to the Agreement between the EEC and EFTA. If this is the case, this must be expressly stated.

Section 6 Payment

- We shall make payment pursuant to the agreed-on terms of payment on receipt of the goods and on receipt of the proper invoice. The payment date shall depend on the date of receipt of the invoice and not the invoice date. The discount period shall commence on receipt of the goods and of the invoice, taking into account the agreed value date. If the goods are delivered before the date specified in the order by the purchasing department, the payment period of the corresponding invoice amount shall commence on the delivery date specified by the purchasing department.
- Payments shall be deemed in time based on the date payment is made, not received.
- In case of any notices of defect, we shall be entitled to postpone payment of a reasonable amount until the issue has been fully cleared up.
- In the event of a payment stop by Weiss, the supplier may not withhold delivery of the goods but must deliver according to our orders until the facts of the matter have been clarified. In the event of a delivery stop, the supplier shall be liable for any production problems at Weiss as well as any resulting problems with our customer.
- The supplier may not transfer any claims to third parties without the written consent of WEISS automotive GmbH (assignment/factoring). Such consent must be granted by the management of WEISS automotive GmbH.
- Unless a separate contractual agreement has been made, Weiss automotive GmbH terms of payment of 14 days with a 2% discount, 30 days net shall apply. Any other terms of payment must be confirmed in writing by the purchasing department.

Section 7 Setting off, right of retention

- The supplier shall only be entitled to setting off on the basis of counterclaims confirmed undisputed in writing or recognised by declaratory judgment. The supplier shall be entitled to retain goods under the same conditions, provided that the right of retention is based on the same contractual relationship.
- We shall be entitled to set off any and all claims arising for any legal reason, including claims from bills of exchange and cheques, against all claims of the supplier, even if the due date of the claim is different.

Section 8 Quality and documentation

- The supplier guarantees that its deliveries comply with good engineering practice, safety and other regulations, statutory provisions including but not limited to CE conformity rules, the agreed technical specifications (including DIN standards) and the guaranteed characteristics. Any changes to the item to be delivered shall require our prior consent. Furthermore, the following shall apply: VDA list of banned substances and list of declarable substances.
For the initial sample inspection (PPA), the supplier shall comply with the requirements of VDA2 as amended from time to time. In accordance with VDA2 from 2020, the supplier is required to proactively coordinate the PPA procedures and scope.
All resources necessary for fulfillment must be taken into account in the supplier's quotation to the purchaser and shall be expressly warranted.
- If the type and scope of the inspections and the test equipment methods have not been firmly agreed between the supplier and the purchaser, the purchaser shall, at the supplier's request and within the scope of its knowledge, experience and capacities, be prepared to discuss the inspections with the supplier so as to determine the state of the art in test technology. In addition, the purchaser shall inform the supplier, at the supplier's request, of the relevant safety regulations.
- In technical documents or as agreed separately, e.g. with motor vehicle parts marked "D", the supplier shall also keep special records documenting when, in what way and by whom the items for delivery were inspected with regard to the features requiring documentation and what the results of the required quality tests were. Inspection documents must be kept for 10 years and presented to the purchaser where necessary. As far as legally possible, the supplier must place the same obligation to the same extent on its sub-suppliers. For instructions, reference is made to the VDA 1 specification "Documentation Guide for Documentation and Archiving of Quality Requirements" as amended from time to time.

- Weiss must be notified of the expiry of a certificate no less than three months before the expiry date where no recertification is planned. New certificates must be sent to any Weiss sites receiving goods from the supplier without prompting. Weiss must be notified without undue delay of any certificate being revoked.
- The processes required for manufacturing the products and the materials used must comply with the generally accepted state of scientific knowledge, the state of the art, and applicable regulations. Compliance with national laws and environmental legislation will be assumed, as will compliance with any specifications set out in the technical documents. Weiss reserves the right to audit or have audited by third parties the supplier's environmental management system. An EU safety data sheet pursuant to Regulation (EC) 1907/2006 shall be provided for all hazardous materials at first delivery to Weiss or in case of product changes. Furthermore, the raw materials and components supplied must comply with the requirements of the EU End-of-Life Vehicles Directive 2000/53/EC. In particular, the supplier shall ensure, in accordance with Article 4 (2) of the EU End-of-Life Vehicles Directive 2000/53/EC, that no heavy metals not covered by the exempted materials and components according to Annex II to Directive 2000/53/EC, as amended, are included.

The contracting party warrants and confirms that it will only sell and deliver goods to WEISS automotive that comply with the current version of Regulation (EC) No. 1907/2006 (Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH)).
For more information, see http://ec.europa.eu/environment/chemicals/reach/reach_intro.htm

- Products with a sell-by date must have a remaining processability shelf life of not less than 6 months from the time they are released for delivery by Weiss. Goods having a shorter processability shelf life will be discarded, unless an express written understanding concerning them exists between Weiss' scheduling department and the supplier.
For paint material/external batches, it is agreed that a remaining shelf life of 3 months must be warranted at the time of delivery. If only material with a shelf life of less than 3 months is available, it must be agreed with Weiss' scheduling department whether and how much material will be called off.
- As a basis for the supplier's ability to manufacture and deliver products of the required quality, at the agreed deadline and in the quantity called off, Weiss expects a certified quality management system according to IATF 16949 (including the current IATF 16949:2016 Sanctioned Interpretations) or VDA 6.1.
A quality management system in accordance with DIN EN ISO 9001 will only be accepted as a minimum requirement and as a step towards the further development of the system. The requirements of this standard, expanded by the currently applicable customer-specific requirements in the automotive sector (CSR), must be implemented in the supplier's QM system. The supplier is required to independently implement any revision of the CSR, as applicable at a given time, in its management system.
- Product safety officer/PSCR
In order to meet the product safety and/or product liability requirements, the supplier must appoint a person responsible for this function in its organisation for each production site. If no specific appointment is made, the customer will assume that the supplier's quality manager/QM officer will perform this duty. The certificate including any applicable revision must be presented to the customer on request.
- External, commercial test laboratories
Test laboratories commissioned by Weiss automotive GmbH must have a defined field of activity from which their ability to carry out the required testing and calibration service is evident, and:
 - The test laboratory must be accredited by an accreditation body of the ILAC MRA either according to ISO/IEC 17025 or according to the national equivalent. Relevant tests, measurements or appropriate calibration services must be included in the certificate. Test reports must bear a calibration certificate or an accreditation mark issued by the national accreditation body.
 - If point 1 is not applicable, the external laboratory must satisfy the requirements of the customer's CSR.
- Contractors in the technical field must provide evidence of relevant safety instructions and risk assessments before commencing the contracted activities.

Section 9 Notification of defects

- Upon receipt of the goods, we shall inspect these within a reasonable period for such defects as can be detected by simple visual observation, measuring, and weighing. We shall not be obliged to carry out examinations which require the use of chemical or physical examination methods, sample processing or the like, or to measure or test moulds, tools and other devices or equipment parts; defects which can only be detected by these means shall be deemed hidden defects.
- We shall notify the supplier without undue delay of any defects in the delivery as soon as they are discovered in the normal course of business.

Section 10 Warranty

- If the item delivered is found to have defects of title or material defects within the warranty period, we shall be entitled to the full statutory warranty claims. By way of rectification, we may, at our discretion, demand either a remedy of the defect or the delivery of a defect-free item.
- Claims arising from liability for material defects shall become statute-barred 48 months after initial registration of the vehicle or installation of spare parts, and no later than 56 months after delivery to us. Claims arising from liability for defects of title shall become statute-barred 60 months after delivery to the

purchaser. Our written notification of defects shall suspend the limitation of our claims for defects until either party refuses to negotiate or to continue negotiations.

Section 11 Liability

1. Unless another liability provision has been agreed elsewhere in these Terms and Conditions, the supplier shall be obliged to compensate us for any damage which we suffer directly or indirectly as a result of defective performance, breach of official safety regulations or for any other legal reasons for which the supplier is responsible.
2. The supplier's liability for damages is based on the statutory provisions.
3. If claims are asserted against us by third parties for product damage, the supplier is obliged to indemnify us upon first request from claims for damages by third parties to the extent that the cause lies within its area of control and organisation and it is itself liable vis-à-vis third parties.
4. In this context, the supplier shall also be obliged to reimburse any expenses pursuant to Sections 683 and 670 of the *BGB* resulting from or in connection with a product recall carried out by us or other measures taken to rectify or prevent damage. We will inform the supplier, where possible and reasonable, of the content and scope of the recalls and other measures to be carried out and give it the opportunity to make a statement in this regard. To that extent, the supplier waives any defence of limitation unless we, for our part, can invoke the statute of limitation against the claimant.
5. We shall inform and consult the supplier in detail and without undue delay if claims are made against us by third parties. In doing so, we shall give the supplier the opportunity to investigate the case of damage.

Section 12 Industrial property rights

The supplier shall be liable for ensuring that no industrial property rights of third parties are infringed in connection with its delivery and the contractual use of the merchandise and shall indemnify us from all claims arising from the infringement of industrial property rights. The supplier's obligation to indemnify us extends to any expenses and damages necessarily incurred by us from or in connection with the claim by a third party.

Section 13 Retention of title by the purchaser; confidentiality

1. Any drawings, engravings, models, templates, samples, printing plates, films, tools, printing rollers and other parts made available by us to the suppliers shall remain our property. Any processing or transformation by the supplier shall be done on our behalf. If the item provided by us is combined with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the item provided by us to the other combined items at the time of combining. If the combination is made in such a way that the supplier's item is to be regarded as the main item, it shall be deemed to have been agreed that the supplier shall transfer proportional co-ownership to us; the supplier shall keep the co-ownership for us. The above provisions shall apply mutatis mutandis where the supplier mixes or blends the item provided by us with other items.
2. If the aforementioned parts are made available by the supplier, the latter shall be required to transfer ownership over them to us on request in return for appropriate compensation.
3. The supplier shall be required to keep strictly confidential any illustrations, drawings, calculations, and other documents and information received. These may only be disclosed to third parties with our express consent. The supplier shall keep confidential any matters it has seen or otherwise learnt and shall not disclose such matters to third parties, whether by spoken word, in writing or in any other way. Employees and staff members entrusted by the supplier with the execution of the order must be obliged by the supplier to maintain a corresponding level of confidentiality and instructed on Sections 17 and 18 of the *UWG* [German Act against Unfair Competition].

Section 14 Force majeure; rescission

1. In the event of operational disruption due to force majeure, strike, lockout or other significant operational or sales disruptions, we shall be entitled, giving due consideration to the supplier's interests, to postpone acceptance of the delivery or performance by a reasonable amount of time; in the event of longer-term operational disruptions, we shall be entitled to rescind the contract in whole or in part without compensation.
2. We shall also be entitled to rescind the contract in whole or in part without compensation if the proper execution of our order is not guaranteed as a result of insolvency and a significant deterioration in the financial circumstances of the supplier and if the supplier does not comply with a request to provide security for the performance owed by it or our possible claim for damages in the event of non-performance within a reasonable period.
3. In the event of rescission, irrespective of its legal basis, we shall in any case be entitled to return the goods at the supplier's expense and risk or to store them with a third party. Any further claims, irrespective of their legal basis, remain unaffected.
4. WEISS automotive GmbH shall be free to terminate a contract at any time. In that case, WEISS automotive GmbH shall reimburse the supplier for the costs incurred for services/products already ordered and finished or semi-finished. The supplier shall have no further claims, in particular for loss of profit. Any assets of WEISS automotive GmbH must be returned without undue delay. This shall also apply to any assets of customers of WEISS automotive GmbH, to the extent that they make corresponding claims. Any services and products already completed shall also be handed over to WEISS automotive GmbH on request.
5. The supplier may terminate the business relationship/delivery agreement with a lead time of 6 months expiring the end of a calendar month. Delivery call-offs lodged up to this point must be delivered in the correct quantity and on time.

Section 15 Retention of title (tools)

1. The supplier's rights of retention of title will only be recognised upon express written confirmation by WEISS automotive GmbH.
2. Any renewal or extension of the retention of title shall only be valid with our written consent.
3. WEISS automotive GmbH reserves its title to any tools. The supplier may use the tools only for the production of the goods ordered by WEISS automotive GmbH. WEISS automotive GmbH hereby accepts this assignment. The supplier shall be required to carry out, at its expense, any necessary servicing and inspection work as well as all maintenance and repair work on the tools of WEISS automotive GmbH. The supplier shall notify WEISS automotive GmbH immediately of any malfunctions. If the supplier culpably fails to do so, any claims for damages shall remain unaffected.

Section 16 Choice of law, place of fulfilment, place of jurisdiction

1. The contractual relationships are subject to German law. The UN Convention on Contracts for the International Sale of Goods shall not apply. To the extent that customary contractual terms are used in an order, the "International Rules for the Interpretation of

Trade Terms" of 2000 (Incoterms) shall apply, with the exception of the rules on the assumption of risk.

2. The place of fulfilment for the supplier's delivery and performance obligations shall be the receiving site. The place of fulfilment for payment obligations shall be Appenweier.
3. Where our suppliers are merchants or have no general place of jurisdiction in Germany or have their domicile or usual place of residence outside the Federal Republic of Germany after conclusion of the contract, it is agreed that the place of jurisdiction for all legal disputes arising from the contractual relationship shall be that of our registered office. However, we shall also be entitled to assert claims at any other legal place of jurisdiction.

Section 17 Partial invalidity

If any provisions of this contract should be invalid or unenforceable, this shall not affect the validity of the other contractual provisions.

Section 18 Compliance with legal and collective agreement requirements; indemnification

1. The supplier shall carry out the tasks assigned to it for producing the work in a professional manner, in compliance with all relevant, valid legal and regulatory provisions – laws, ordinances, collective agreements and works agreements, other contracts – under its own entrepreneurial responsibility.
2. The supplier shall have its workers work only within the scope permitted by working-time regulations. Evidence of the working hours of all workers involved must be provided to WEISS automotive GmbH upon request.
3. The supplier warrants that all its workers are paid at least in accordance with the requirements of Sections 1, 2 and 20 of the *Mindestlohngesetz* [German Minimum Wage Act] and other legislation and collective agreements for compliance with which we are liable in accordance with Section 14 of the *Arbeitnehmerentsendegesetz* [German Posted Workers Act] and/or other comparable provisions. Once a year, at our request and without undue delay, the supplier shall by submitting an auditor's confirmation provide evidence to us that its workers have received the minimum wage determined in accordance with the provisions of Sections 1, 2 and 20 of the *Mindestlohngesetz* and other legislation and collective agreements for compliance with which we are liable in accordance with Section 14 of the *Arbeitnehmerentsendegesetz* and/or other comparable provisions.
4. The supplier shall ensure the necessary safety training of its workers in good time prior to their deployment and shall provide written evidence of such training having been completed to WEISS automotive GmbH without undue delay.

Section 19 Social responsibility

It is of paramount importance to the purchaser that business activities take into account the business's social responsibility towards its own employees and to wider society. This applies both to the purchaser itself and to its suppliers. The purchaser and the seller are committed to complying with the principles and rights set out in the International Labor Organization (ILO) "Declaration on Fundamental Principles and Rights at Work" (Geneva, 06/98), the UN Initiative Global Compact (Davos, 01/99) and the UN Guiding Principles on Business and Human Rights (2011), and the Code of Conduct of WEISS automotive GmbH.

It is the supplier's responsibility to ensure that its subcontractors also act in accordance with the rules set out in this Section 19.