

# General Terms and Conditions of Purchase of CCL Design Stuttgart GmbH

## § 1 Scope

- Our Terms and Conditions of Purchase apply exclusively to:
  - Natural and legal persons who are carrying out their commercial or independent professional activity (entrepreneurs) upon conclusion of the contract, and
  - Legal persons under public law or public law entities.
- Our Terms and Conditions of Purchase shall apply exclusively. Contradictory, deviating, or supplementary terms and conditions of the supplier are not recognized by us. We reject any such terms and conditions. Any stipulations other than those laid out in these Terms and Conditions of Purchase require our express written agreement. This applies even if we are aware of conflicting or deviating business conditions of the supplier.
- All agreements made between us and the supplier for the purpose of executing the contract, in particular orders, contracts, and call-offs as well as their amendments or additions and all subsequent changes to the contents of the order require the written form. Orders and call-offs can also be made by remote data transmission or fax. The written form requirement also applies to all agreements made between the supplier and our employees with respect to the implementation of the order. Persons who are authorized by us and are acting on our behalf do not have the authority to change the contract or enter into any ancillary agreements.
- The Terms and Conditions of Purchase shall also apply to all future deliveries and services rendered by the supplier, even if no further express agreement is made with the supplier.

## § 2 Conclusion of Contract

- Our orders are binding for two weeks. If the supplier fails to accept the order within two weeks of receipt, we are entitled to withdraw from the order. Call-offs become binding if the supplier does not object within two working days of receipt.
- Our quality assurance agreements and the associated delivery and packaging regulations are also part of the contract, insofar as such agreements have been made with the supplier.
- For suppliers of production materials and finished products, the requirements of our supplier manual also apply.

## § 3 Prices

- The agreed prices are fixed rates excluding the statutory sales tax. Costs for packaging and transport to the shipping address or place of use specified by us as well as for customs clearance and duties are included in the prices.
- Cost estimates are binding and are not reimbursed by us unless expressly otherwise agreed in writing.
- Every delivery must be accompanied by a delivery note with detailed information on the type, quantity, and weight. Delivery notes, bills of lading, invoices, and all correspondence must contain our document number, document date, and processor name.
- We will only accept the quantities or number of units ordered by us. Under- or over-deliveries and partial deliveries are only permissible after prior agreement by us.
- The supplier is obliged to take back the packaging in accordance with the legal provisions. The delivered goods must be packaged so as to prevent transport damage.

## § 4 Terms of Payment

- Invoices are to be submitted to us separately with all associated documents after delivery or the rendering of services. If these are submitted to us incorrectly, they are only deemed to have been received by us at the time of correction.
- We shall settle the invoice either within 14 days less a 3% discount, within 30 days less a 2% discount or, within 90 days without discount from the due date of the remuneration claim and receipt of both the invoice and the delivery items or rendering of the service, insofar as no separate payment terms have been agreed. The payment is subject to invoice verification.
- Payments are made by check or bank transfer. A payment shall be deemed to have been made in due time if the check has been mailed on the due date, and, in case of the bank transfer, if the transfer request was received by the bank by the due date.
- If prepayments are agreed, we are only obliged to pay if the supplier provides us with a directly enforceable guarantee from a major German bank for the amount of the prepayment.
- The payment is subject to proper fulfillment of the contract and correct invoice in terms of prices and calculations. In the case of defective deliveries, we have the right to withhold payment to a reasonable extent until proper fulfillment.

## § 5 Delivery Time, Delay in Delivery, and Failure to Deliver

- Agreed delivery quantities, delivery dates, and delivery deadlines are binding. The date of receipt of the goods by us is decisive for compliance with the delivery date. For the timely rendering of services, the date of completion or handover of the delivery item shall be decisive, including the handover of all documents required by law, regulation, or contractually, in German language, e.g., quality assurance agreements, approvals, test certificates, certificates of conformity, operating and maintenance instructions, storage and processing instructions, spare parts lists, and user manuals.
- If the supplier is responsible for the installation or assembly and unless otherwise agreed, the supplier must bear all necessary ancillary costs, e.g., travel expenses, costs for tool provisioning, and accommodation allowances.

- If the supplier recognizes that an agreed date or deadline cannot be met, he shall immediately notify us in writing of this and the reason for and duration of the expected delay. The supplier must take all necessary measures to ensure compliance with the agreed delivery date or that any delays are only minor. In no event shall the notification of a foreseeable delay change the agreed deadline.
- Our unconditional acceptance of the delayed delivery or performance does not constitute a waiver of the compensation to which we are entitled due to the late delivery or rendering of services.
- The supplier can only refer to the lack of necessary documents, information, data, etc. to be supplied by us if he has sent a written reminder and has not received such documents, information, data, etc. within a specified period. For appropriateness, this period must be at least two weeks.
- If the supplier is in default through his own fault, we have the right to impose a contractual penalty of 1% of the total order value per week and a maximum of 5% of the total order value. Furthermore, we have the right to withdraw from the contract in accordance with the statutory provisions and to claim damages. Apart from that, the supplier shall be liable in accordance with § 10 of these Terms and Conditions of Purchase.
- Force majeure, labor disputes, disruptions to operations through no fault of the contractual partners, civil unrest, official measures, and other unavoidable events release the contractual partners from performing their obligations for the duration of the disruption and to the extent of its impact. The contracting parties are obliged to provide the necessary information as soon as reasonable and to fulfill their obligations to the changed circumstances in good faith. If a delay caused by the above-mentioned circumstances are no longer acceptable for economic reasons, we are released from the obligation to accept the ordered deliveries or services in part or in full and have the right to withdraw from the contract.
- We have the right to withdraw from the contract without setting a deadline if the supplier is finally unable to render the full service before the transfer of risk. Furthermore, we have the right to withdraw from the contract if the execution of part of an order delivery becomes impossible and we have a legitimate interest in rejecting the partial delivery.
- Partial deliveries are generally not permitted unless expressly agreed by us or if they are acceptable.
- For deliveries arriving before the delivery date, we reserve the right to return the shipment at the expense of the supplier. If an early delivery is not returned, the goods will be stored by us at the expense and risk of the supplier until the delivery date. In the case of early delivery, we reserve the right to render the payment only on the agreed due date.

## § 6 Transfer of Risk

The supplier bears the risk of any deterioration including accidental loss also during shipping until acceptance of the goods by us or our representative at the location to which the goods are to be delivered as per the order.

## § 7 Guarantees and Warranties

- The supplier guarantees and assures that all deliveries and services correspond to the state of the art, the relevant legal provisions and the regulations and guidelines of authorities, professional associations, and trade associations. Furthermore, the supplier warrants and represents that the supplies and services are free from third party rights and that he has unrestricted power of disposal. Moreover, the supplier ensures the use of appropriate materials, proper construction and execution, flawless functioning, and achievement of the agreed performance under the agreed terms. Our written consent is required if deviations from these provisions are necessary in individual cases. The supplier's warranty obligation is not limited by this consent. If the supplier has reservations with regard to the execution desired by us, he must notify us immediately.
- Insofar as separate quality assurance agreements and "ship to stock" or "ship to line agreements" have been concluded with the supplier, we are released from any further obligation to check incoming goods and from the obligation to check and give notice of defects under § 377 HGB (Commercial Code) as well as from any other further inspection obligations.
- Insofar as none of the agreements mentioned in Section 2 have been concluded, we will immediately notify the supplier in writing of any obvious defects in the delivery as soon as they are identified in the course of proper business procedures. Our notification is deemed to be immediate if it is made within two weeks of receipt of the delivery by us. Defects that are not obvious and which are detected at a later time will be reported to the supplier within two weeks of becoming aware of them.
- Defects in the delivery or service, including the failure to meet guaranteed values and the absence of guaranteed characteristics must be remedied immediately by the supplier upon request through repair or replacement at our discretion and free of charge including any and all ancillary costs. Ancillary costs include, in particular, costs incurred during troubleshooting, removal of the faulty parts, and installation of the spare parts as well as any costs for experts and transport. If repair or replacement is not possible or unsuccessful or if this exceeds an appropriate deadline set by us in writing or in case of refusal, we reserve the statutory right of withdrawal or reduction.
- Claims for damages are expressly reserved. This also applies to claims for damages due to non-performance.
- If the supplier culpably fails to meet his warranty obligations for repair or replacement within an appropriate period of time set by us, or if there is no need to set a deadline in statutory exceptional cases, we are entitled to take the measures necessary ourselves or commission a third party, at the expense and risk of the supplier, notwithstanding the supplier's warranty obligation. In urgent cases, we may carry out the rework ourselves after consultation with the supplier and at his expense and risk or have it carried out by a third party. If prior coordination with the supplier is not possible, we will initiate the necessary measures immediately and inform the supplier immediately. Smaller defects can be remedied by us without prior coordination and without affecting the supplier's warranty obligation. In this case, the supplier is responsible for any expenditures incurred. The same applies if there is an unusually high risk of damage.

7. If, due to defects in the supplier's contractual deliveries or services rendered, we are required to take back products manufactured and/or sold by us, if the purchase price was reduced against us, or if any other claims are made against us, we reserve the right of recourse against the supplier. Our rights to assert claims do not require any other deadline to be set.
8. In the cases listed in Section 7, we are also entitled to demand reimbursement from the supplier for expenses we incurred vis-à-vis our customer due to their demand for subsequent performance, in particular the costs of transport, travel, labor, and the cost of materials.
9. If a material defect becomes apparent within six months of the transfer of risk, it is assumed that the defect already existed at the time of the risk transfer, unless this assumption is inconsistent with the nature of the item or defect.
10. By way of fulfillment, the supplier hereby assigns to us all claims to which he is entitled against his suppliers from the delivery of defective goods. We accept this assignment.

## § 8 Defects of Title and Infringements of Property Rights

1. The supplier guarantees and assures that all deliveries and services are free from property rights of third parties and, in particular, that no patents, licenses, or other property rights or third party patent applications filed upon acceptance, are infringed upon through the delivery and use of the delivery items.
2. The supplier indemnifies us and our customers from third-party claims arising from any infringements of industrial property rights and, upon first request, also bears all costs that we incur in this regard.
3. Insofar as the delivered items include software developed by the supplier or a third party, the supplier grants us a simple, non-exclusive, transferable, and unlimited right of use. We may reproduce, revise, translate, or convert the software from object code to source code to the extent permitted by law (§§ 69 (a) et seq. German Copyright Act). We may resell the software as part of our business operations. We are entitled to issue sub-licenses.
4. At the expense of the supplier, we are entitled to obtain approval for the use of the relevant delivery items and services from the beneficiary.
5. In the event of other defects of title, the provisions of Section 7 shall apply accordingly.

## § 9 Product Liability and Recall

1. In the event that claims are asserted against us under German or any other law for product liability or for violation of official safety regulations, the supplier shall be obliged to indemnify us against such claims to the extent that the damage was caused by a defect in the contractually delivered item by the supplier. In cases of fault-based liability, however, this shall only apply if the supplier is at fault. If the cause of the damage lies within the supplier's area of responsibility, the supplier bears the burden of proof. In these cases, the supplier shall bear all costs, including the costs of any legal action. The statutory provisions shall apply in all other respects.
2. The supplier must maintain sufficient liability insurance coverage. The supplier will obtain insurance coverage in a reasonable amount against all product liability risks. Upon request, the supplier will provide us with corresponding proof of insurance.

## § 10 Liability

1. The supplier shall be liable to us for any damages which we incur due to the defectiveness of the delivery or service rendered or due to a breach of contractual duties of care, custody, information or other contractual ancillary duties or due to non-compliance with contractually agreed deadlines (default), without requiring any evidence beyond that of an objective breach of duty, the causal connection to the damage which has occurred, and the amount of the damage.
2. Insofar as the liability of the supplier according to the statutory provisions is dependent upon the supplier being responsible for the breach of contract, he may exonerate himself from his liability by proving that he is not at fault. The supplier is responsible for the fault of the supplier's vicarious agents and sub-suppliers in the same way as for his own fault. The supplier cannot release himself from his liability by demonstrating proper selection or supervision of vicarious agents or sub-suppliers.
3. Insofar as the supplier is liable according to the above provisions, he indemnifies us from all third-party claims.

## § 11 Statute of Limitations

1. Claims for material defects and defects of title are subject to the statute of limitations of two years, unless the item was used for a structure in accordance with its intended use and subsequently caused its defectiveness. The statute of limitations starts upon delivery of the contract item (risk transfer). In the event of agreed acceptance, the warranty period shall commence on the date of our acceptance letter. If the acceptance is delayed through our fault, the warranty period ends two years after provisioning of the delivery item for acceptance.
2. For parts of the delivery that have been serviced or repaired during the statute of limitations of our claims for defects, the statute of limitations restarts at the time when the supplier has completely fulfilled our claims for supplementary performance. It ends four years after delivery at the latest.
3. In cases of § 7 Sections 7 and 8, the statute of limitations shall commence at the earliest two months after we have fulfilled the claims of our customer against us, but no later than five years after delivery by the supplier.
4. From the receipt of the notification of defects, the statute of limitations is suspended until the supplier has declared to us that the defect has been eliminated or refuses to eliminate it.
5. Claims for damages and product liability lapse within the statutory limitation period.

## § 12 Quality Assurance

1. We expect the supplier to have a quality management system in place (at least ISO 9001, preferably according to IATF 16949 or EN 9100). Evidence must be provided by means of a certificate from an accredited certification company or, if necessary, by means of an audit on our part. Changes are to be communicated to us unsolicited and immediately. We reserve the right to verify the effectiveness of the quality management system. If the type and scope of inspection as well as the test equipment and test methods are not firmly agreed upon, we are prepared, at the supplier's request, to discuss the test with the supplier within the scope of our knowledge, experience, and abilities in order to ascertain the required state of the relevant inspection technique.
2. Notwithstanding this, the supplier is responsible for the quality of his delivery items and must check them continuously. Our supplier handbook regulates the details.

## § 13 Contract Documents and Confidentiality

1. All business or technical information made available by us must be kept secret from third parties, unless it can be demonstrated that these are within the public domain. Within the supplier's own place of business, such information may only be made available to persons whose involvement is required for the purpose of delivery to us, and who are also obliged to maintain secrecy; it remains our exclusive property. Such information may not be reproduced or used for commercial purposes without our prior written consent. At our request, all information from us, including any copies or recordings made, as well as loaned items provided must be returned to us immediately and in full. We reserve all rights to such information, in particular copyrights and the right to register industrial property rights, such as patents, utility models, semiconductor protection, etc. Insofar as these have been made accessible to us by third parties, this retention of rights shall also apply towards the benefit of these third parties.
2. Products that are made according to documents designed by us, such as drawings, models and the like, or according to our confidential information or with our work tools or replica tools, may not be used by the supplier himself, nor may they be offered or delivered to third parties. This also applies to our print orders.

## § 14 Contract Termination

We are entitled to terminate the contract in whole or in part at any time. In this case, the supplier is entitled to full compensation for deliveries and services already rendered as well as for the costs caused by the order that can no longer be avoided. The claim to a proportionate profit is limited to a maximum of 3% of the remaining order value.

In the event of termination for good cause, the supplier is entitled to full compensation for deliveries and services already rendered as well as for costs caused by the order that can no longer be averted. Further claims do not exist. Good cause exists if we are no longer interested in fulfilling the contract for compelling legal, economic or operational reasons and/or there is a significant deterioration in the financial situation of the supplier.

The option of canceling the contract in accordance with general statutory provisions, e.g., default, poor performance, etc., remains unaffected. The supplier is only entitled to remuneration for deliveries and services that are economically viable for us. We reserve the right to assert claims for damages.

## § 15 Assignment of Claims and Retention of Title

1. Claims may only be assigned with our prior written consent.
2. If the supplier has reserved ownership of the delivered goods, ownership of the delivery item is transferred to us upon payment for the item. The extended retention of title and the so-called current account and group retention of title do not apply.

## § 16 Place of Performance, Venue of Jurisdiction, Choice of Law

1. If one provision of these Terms and Conditions and the other agreements made is or becomes invalid, the validity of the remaining Terms and Conditions shall remain unaffected. The contractual partners are obliged to replace the invalid provision by a regulation coming as close as possible to its economic success. The same shall apply to potential omissions.
2. Unless otherwise agreed, the place of performance is the place where the goods are to be delivered according to the order or where the service is to be rendered.
3. The courts responsible for our company headquarters in 71154 Nufringen are agreed as the place of jurisdiction with the supplier. This also applies to document, bill of exchange, and check processes. This agreement also applies in the event that the supplier does not have a general place of jurisdiction in the Federal Republic of Germany. However, we are entitled to assert claims in any other statutory place of jurisdiction.
4. German law applies exclusively. The Hague Convention of June 15, 1955 relating to international sales contracts for movable property and the United Nations Convention of April 11, 1980 on contracts for the international sale of goods are expressly ruled out.

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