



## General Terms and Conditions of Purchase

**OPTIMAL Automotive GmbH**

### § 1 Generalities - Scope

1. Our orders are governed exclusively by our purchasing conditions. We do not accept any supplier-related conditions, which are contrary to or deviate from our purchasing conditions, unless we have expressly agreed to them in writing. Our purchasing conditions also apply when we accept the supplier's delivery without reservations, though knowing that the supplier's conditions are contrary to or deviate from our purchasing conditions.

2. All agreements made between us and the supplier in order to execute this contract have to be recorded in this contract in writing.

3. The contractual relationship and all the other legal relationships are governed exclusively by the law which applies to our place of business, under the exclusion of the German Conflict of Law rules and the United Nations Convention on Contracts for the International Sale of Goods and of the uniform laws on sale of goods as laid down in the Hague Convention Relating to a Uniform Law on the International Sale of Goods. Our purchasing conditions also apply to all future transactions with the supplier.

4. The English version of these General Purchasing Conditions shall be for convenience purposes only. In case of any inconsistencies the German version shall prevail.

5. Any special agreements concluded with the supplier shall take precedence.

### § 2 Quotation – Quotation Documents

1. The contract is concluded when our order is accepted within a period of 2 weeks. The supplier undertakes to confirm the acceptance of this order in writing, preferably by signing and returning a duplicate of this order, or electronically (e.g. per EDI).

2. We reserve rights of ownership and copyright regarding photos, drawings, calculations and other documents. They must not be made accessible to third parties without our express written approval. They shall exclusively be used for the production on the basis of our order, and be returned to us automatically on execution of the order. They shall be kept secret from third parties.

### § 3 Prices

1. The price specified in the order is binding. Unless otherwise agreed in writing, the price is free domicile, including pack-aging. Transport costs, haulage and similar costs shall be borne by the supplier. If we have to bear the packaging costs by virtue of a deviating agreement, the supplier shall take the packaging back at the price charged. The packaging shall be returned postage unpaid.

2. In the event of price changes the supplier shall notify us in writing of the adjustment by observing a six-weeks' notice period to the beginning of a quarter. Any price changes shall be valid as of the first day of a month only and should be of a reasonable extent in order to be passed on to the market.

3. All invoices shall be sent to the purchaser's address. The paperless handling of invoices, in particular via electronic data interchange (EDI), shall be subject to a separate agreement. We are able to process invoices only if these bear the order numbers as specified in our respective orders. The supplier shall be responsible for all the consequences resulting from any failure to comply with this requirement.

4. Unless otherwise individually agreed in writing with the respective supplier, we shall pay the purchase price with a discount of 3 % within 30 days, or net within 60 days, upon delivery of goods or services and upon receipt of a correct and duly issued invoice in terms of no. 3 above. Payment is deemed to have

been made in due course if the bank has received the related money transfer note on time. Payment shall be made subject to a review of the invoice.

5. We are entitled to offset and retain, to the extent permitted by law.

### § 4 Delivery Time

1. The delivery time specified in the order is binding.

2. The supplier shall inform us immediately in writing if any circumstances arise or are brought to his knowledge, which indicate that the agreed delivery time cannot be met.

3. Early deliveries carried out prior to deadline, part deliveries and quantity deviations are not acceptable without our prior written approval. In case of deliveries prior to deadline, part deliveries and excess deliveries, we are entitled to refuse the acceptance of the delivery without bearing the cost involved.

4. In case of delays in delivery, we are entitled to demand flatrate damages in the amount of 1 % of the delivery value for each full week, however not more than 10 % of the delivery value. We reserve the right to make further claims as are permitted by the law. The supplier is entitled to provide evidence that the delay has caused no damage or much less damage.

5. If we are in default of acceptance or in default of payment, the supplier's claim for compensation for the expenses involved shall be strictly limited to the amount of 0.5 % of the delivery value for each full week, unless our failure is due to deliberate intent or gross negligence.

### § 5 Passing of Risk – Documents – OPTIMAL Reference Number – Modes of Shipment – Delivery Times

1. Unless otherwise agreed in writing, the delivery shall be effected free domicile. The goods shall be transported at the risk and for the account of the supplier.

2. The supplier shall specify our order number, the order position number, the date of the order and the OPTIMAL reference number on all order acknowledgements, invoices, shipping documents and delivery notes. Furthermore, he shall specify on the delivery note, the number of packages, the package numbers, the weights of the packages and the weight of the shipment. If he fails to do so, we are not responsible for any delays in processing. If the supplier makes any direct deliveries to the logistics center of OPTIMAL, the conditions for delivery to the logistics center in their current version shall apply with precedence.

3. The delivery note shall be attached to every shipment. In case of closed large shipments, the delivery note shall be enclosed with the shipping documents. In case of shipments packaged in several containers, it shall be attached to one of these containers, which has to be marked accordingly.

4. Pallet goods shall be delivered unmixed. On mixed pallets, single articles shall be put together in one package (cardboard box or similar), which shall be identified accordingly, specifying its contents (package number, order number, order position number, reference number, quantity, weight).

5. In case of an initial order, if the law demands that a safety data sheet for the ordered article should be issued according to the dangerous goods regulations, the supplier shall enclose this safety data sheet with the invoice and the shipping documents in the German language, and, upon request, in the English language as well. Furthermore, if the contents of the safety data sheet have been changed, he shall immediately send us its updated version.



If articles ordered are classified by the manufacturer/supplier as being governed by the German GGVSE ("road and railway traffic") dangerous goods regulations, all details required have to be specified on the products and the respective shipping documents. Furthermore, it has to be ensured that the packages are marked and transported according to the regulations.

6. If the shipment comes from abroad, the commercial invoice has to be attached to it when delivery is taken, for we submit our Intrastat declarations by ourselves.

7. Delivery can be taken only during the opening hours of our incoming goods area, which have to be enquired about in advance if necessary. It is necessary to reserve a time slot via the TRANSPOREON portal before delivery.

## § 6 Supplier's Confirmation regarding his Compliance with Legal Requirements

1. The supplier agrees to supply only goods which are safe, of good quality and in accordance with the existing laws and legislations. Also, the supplier shall make sure in particular that such goods' production process meets the applicable health and safety requirements, as amended from time to time.

2. The supplier shall comply with any and all applicable national environmental regulations which may concern his goods, and on our request, the supplier shall make available to us any relevant documentation thereto. As regards manufacturing of the goods, the supplier shall make sure in particular that his goods comply with the European Union's REACH regulation. Furthermore, full compliance with the German Packaging Act (VerpackG) and with all requirements set forth in the German Electrical and Electronic Equipment Act (ElektroG), and the German Battery Act (BattG) is mandatory and imperative for any shipment or delivery of goods.

3. In addition to our compliance with legal requirements, OPTIMAL acknowledges and – within the framework of our Supplier Code of Conducts – commits itself to pursue, meet and comply with any health, safety and environmental targets.

4. The supplier agrees to comply with the applicable anticorruption legislation, as amended from time to time (e. g. Sections 261, 298 et seq., 331 et seq. German Criminal Code (StGB); Sections 130, 30, 8 German Regulatory Offences Act (OWiG); US Foreign Corrupt Practices Act; UK Bribery Act 2010) when performing this contract and make sure that any of his officers, managing directors and employees involved in the performance of this contract will also comply with the aforesaid Acts, Codes, and legislations.

5. If there are any indications of the supplier breaching any legal provisions relating to the performance of this contract, we reserve the right to investigate our supplier's compliance with such regulations and provisions, either by our own staff or by third parties engaged to do so on our behalf.

6. If the supplier is in breach of any legal requirements relating to the performance of this contract, we hereby request the supplier to immediately refrain from committing such breach and resume and adhere to a mode of conduct which is in accordance with legal requirements. As the aforementioned breach is generally considered a severe breach of contract, we may elect to withdraw from the contract or terminate the contract without notice, if – when considering all circumstances on a case-by-case basis – it is determined unreasonable to adhere to and honor the contract. Unreasonableness exists in particular, if the supplier has violated these regulations to a significant extent or in a significant way, although the supplier was aware of such breach or the supplier failed to cease his acts of breaching even after we have requested him to adapt his conduct to the rules within a reasonable period of time.

## § 7 Fault Testing – Liability for Material Defects – Spare Parts Supply

1. Upon receipt of the ordered goods, we shall immediately check, by means of the delivery note, whether they comply with our order in kind and quantity. Furthermore, we shall check the goods for any externally visible transit damage. If we find a fault or defect upon the above-mentioned inspection, we shall inform the supplier within 10 working days upon receipt of the goods or, in case of hidden faults or defects, within 10 working days upon detection of

the fault or defect. We are not obliged towards the supplier to carry out any other inspections or to notifications than the above mentioned ones.

2. We are entitled to statutory fault claims without any restriction. Irrespective of that, we are entitled to demand at our own choice that the supplier removes any defects or provides replacement. In this case, the supplier shall bear any expenditure arising from the replacement delivery or the removal of the defects. We expressly reserve the right to claims for damages, particularly those for non-performance.

3. The limitation period is 36 months from the date of the passing of risk.

4. Notwithstanding the above suppliers of capital goods in the field of workshop equipment or similar shall keep available a stock of spare parts for those goods for a period of five years from the date of delivery.

## § 8 Product Liability – Indemnity – Insurance Coverage

1. In so far as the supplier is responsible for a product fault or defect, he shall release us from third party damage claims upon first request, as the cause of the fault or defect lies within his domain and organization and he himself is liable in external terms.

2. Within the scope of the provisions detailed in section (1), the supplier shall also reimburse any expenditure in accordance with §§ 683, 670 BGB (German Civil Code) and §§ 830, 840, 426 BGB arising from or connected with a recall action we have carried out. We shall inform the supplier about the content and extent of the recall actions to be carried out, where possible and reasonable, and give him an opportunity to comment. Other legal claims remain unaffected.

3. The supplier agrees to buy and maintain adequate insurance coverage with an insurer of good standing, such insurance policies providing at least cover for product liability, commercial general liability, and environmental liability in accordance with the customary market value of the risks which may arise from the supply of his products and the delivery of his services. On our request, the supplier shall submit to us the relevant insurance certificates and details of the insurance contract as well as proof of any premium payments made.

## § 9 Protective Rights

1. The supplier guarantees that no industrial property rights of third parties (e.g. trademark rights, patent rights, design rights, etc.) are infringed in connection with his delivery within the European Union (EU).

2. If a third party files claims against us on the grounds of a violation of his above mentioned rights, the supplier shall release us from these claims upon first written request. We are not entitled to make any agreement (or particularly any kind of settlement) with the third party without approval from the supplier.

3. The obligation of the supplier to release us from claims applies to any expenditure, which necessarily arises to us from or is connected with the third party claim filed against us.

4. The limitation period for the claims is 10 years from the conclusion of the contract.

## § 10 Origin, Preferences, International Sales

1. Unless the parties have agreed to the contrary, only goods having their origin under applicable customs law either within the EU or in the country of the seat of the supplier shall be in accordance with the contract. The supplier shall provide information about the country of origin of his goods.

2. The supplier shall, for any and all goods delivered to us, provide us with a long-term supplier declaration confirming, in accordance with no. 1 above, the preferential status of the goods ("goods with preferential origin of EC" or „goods without preferential origin of EC“).

3. The supplier shall verify his goods regarding applicable prohibitions, restrictions and/or requirements of approval when selling them on internationally (e.g. regarding the EC Export Control List, EC Dual-Use Regulation, re-exports in accordance to US-American export and customs provisions) and, if applicable, accordingly make clear and unequivocal indications in its offers, order confirmation and all documents accompanying

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**Seite:** 3 von 3

## Terms and Conditions of Purchase



the goods citing verifiable criteria. The aforesaid shall apply in particular to his products which must not be made available to individuals, groups of persons, organizations and/or companies identified on the US and EU Sanctions Lists, as amended from time to time, and/or which pursuant to the ban on the provision of goods and services, must not be delivered to countries which are subject to the EU or US embargoes regulations.

### § 11 Reservation of Title – Product and Services to be provided by the Purchaser – Secrecy

1. We herewith explicitly reject any rights of the supplier to retention of title, extended reservation of ownership or extended reservation of title. We are entitled to process, to reconstitute and to sell the shipments in our ordinary course of business.

2. If we provide the supplier with parts, we retain ownership in these. These parts shall be processed or reconstituted by the supplier in our favour. If the objects retained by us are processed with other objects, which do not belong to us, we shall acquire co-ownership of the new product in the ratio of the value of the retained objects to the value of the other processed objects at the time of processing.

3. If the object provided by us is combined inseparably with other objects, which do not belong to us, we shall acquire co-ownership of the new product in the ratio of the value of the object provided by us, to the value of the other components of the new product at the time of combining. If the objects are combined in such a way that the product of the supplier has to be regarded as the primary product, it is agreed that the supplier shall transfer pro-rata co-ownership to us. The supplier shall keep the product of which we retain co-ownership or sole ownership, in custody for us.

4. The supplier shall keep absolutely secret all illustrations, drawings, calculations, as well as other documents and information he has received. They may not be disclosed to third parties without our express approval. The obligation of nondisclosure continues to remain in force after the termination of the contract. It expires when and in so far as the manufacturing knowledge, which is contained in the received illustrations, drawings, calculations and other documents, has become public knowledge.

5. The supplier remains solely responsible for the drawings, plans, calculations, etc., which are used for the order, even if they have been approved by the purchaser.

### § 12 Data protection

1. We store, process and use our suppliers' personal data for the purposes of proper contract fulfilment and internal use. We also use automatic data processing systems to do this.

2. In order to meet data protection regulations we have technical and organizational measures in place which ensure the safety of datasets and data handling processes with regard to Article 24 and Article 32 of the GDPR. The employees assigned to handle these data have an obligation and commitment to strictly adhere to all terms of the data protection regulations.

3. All handling of personal data is subject to our privacy policy. Our privacy policy is available on our website at:  
<https://www.optimal-germany.com/privacy-statement>

4. Furthermore, as data controllers, all suppliers are individually responsible for adherence to the applicable data protection legislation in their respective countries.

### § 13 Duties of information

1. The supplier shall inform us on any of the following: (i) substantial changes to production processes, materials or supplied components regarding the products or the services; (ii) relocation of production sites; (iii) changes to the company name and/or the seat of the supplier.

### § 14 Final Provisions

1. The legal venue is Munich / Germany, if the supplier has a registered business. However, we are entitled to sue the supplier at the court of his place of residence as well.

2. Unless otherwise agreed, the place of fulfilment is the place of delivery as specified in our order.

3. If individual provisions of the contract with the supplier including these General Purchasing Conditions are invalid in whole or in part, the validity of the remaining clauses shall be unaffected. The wholly or partially invalid provision shall be replaced by a provision whose economic success is related to the invalid one as closely as possible.

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