

## 1. General information & scope

- 1.1. The following Terms and Conditions of Purchase of WENZEL Group GmbH & Co. KG ("**WENZEL**") apply to all contracts concluded between WENZEL and the applicable seller (the "**Supplier**") for the delivery of movable goods (the "**Goods**").
- 1.2. Deviating, conflicting and supplementary conditions of the Supplier that WENZEL does not expressly acknowledge are not binding on WENZEL, even if WENZEL does not expressly reject them.
- 1.3. The following Terms and Conditions of Purchase apply even if WENZEL unconditionally accepts the delivery from the Supplier in knowledge of conflicting or deviating terms and conditions.
- 1.4. These Terms and Conditions of Purchase also apply to WENZEL's associated companies.

## 2. Orders/conclusion of contract/cancellation

- 2.1. The offer for the conclusion of a contract by WENZEL (the "**Order**") may only be accepted by the Supplier within a period of 3 (three) working days or, if a period for acceptance is specified in the Order, within this period, by written declaration to WENZEL.
- 2.2. WENZEL reserves the right to cancel its Order until acceptance by the Supplier, without thereby incurring any costs.

## 3. Prices/payment

- 3.1. The price stated by WENZEL in the Order (the "**Price**") is a fixed price and "delivered duty paid", unless otherwise agreed in writing with the Supplier. The costs of packaging and preservation are included in the price.
- 3.2. All invoices issued by the Supplier must contain the following information: account assignment, date of delivery, supplier's tax number, unloading point, supplier number, part number, number of units/quantity/unit price per delivery.
- 3.3. WENZEL shall pay within 21 (twenty-one) days at a 3% discount or within 30 (thirty) calendar days net, unless otherwise agreed in writing with the Supplier. The period begins on receipt of the Goods and the verifiable invoice, but at the earliest on the agreed delivery date.

## 4. Delivery and transfer of risk/delayed delivery

- 4.1. The deliveries are made to the place specified by WENZEL (DAP, Incoterms 2010). If delivery "ex works" is agreed, the dimensions and the weight of the delivery must be communicated to WENZEL in good time.
- 4.2. Each delivery must be accompanied by a delivery note (in duplicate) with the order number, article number and supplier number.
- 4.3. When preparing the shipping documents, the Supplier must take into account the fact that the customs clearance is carried out by WENZEL/the forwarding agent. If the delivery is from a preferential origin, the Supplier must enclose a preference certificate with the respective delivery. The applicable long-term or single supplier's declaration must also be submitted to WENZEL.
- 4.4. Prior to delivery, WENZEL must be informed of any potential export license obligation and of necessary official permits and reporting obligations concerning the Goods - in particular regarding import.
- 4.5. The Goods must be packed - taking into account the specifications from WENZEL - with appropriate and standard commercial packaging. If packaging is returned (carriage paid) to the supplier for reuse, WENZEL shall refund the value of the returned packaging.
- 4.6. The delivery period specified by WENZEL in the order or the delivery date specified by WENZEL are binding on the Supplier (fixed dates), unless otherwise agreed in writing. The binding delivery date (fixed date) is the date that the Goods are received by WENZEL.
- 4.7. If delivery is delayed, WENZEL shall be entitled to claim a contractual penalty of 1.0% of the total order value per week or part week, but not more than 5.0% of the total order value. A contractual penalty against the Supplier shall be credited against any claims for damages by WENZEL. As soon as delivery is delayed, the Supplier shall automatically arrange express shipping. The additional costs shall be borne by the Supplier. Higher and lower quantities are not allowed, except with the express written consent of WENZEL.

## 5. Documents/materials to be supplied by WENZEL

- 5.1. Drawings, plans and other documents ("**Documents**") materials, parts, tools, special packaging, etc. ("**Materials**") provided by WENZEL to the Supplier shall remain the property of WENZEL and shall only be made available to the Supplier for the purpose and for the duration of manufacture of the Goods ordered by WENZEL. Reproduction of the Documents/Materials that are provided is only permitted with the prior written consent of WENZEL.
- 5.2. If the Materials are processed, combined and/or mixed ("**Processing**"), WENZEL acquires co-ownership in the ratio of the value of the Materials (purchase price plus VAT) to the other materials at the time of processing.

## 6. Tools

- 6.1. If WENZEL provides tools to the Supplier, Section 5 Documents/materials to be supplied by WENZEL shall apply. If WENZEL pays the costs (proportionately) of producing (special) tools for manufacture of the Goods (the "**Tools**"), WENZEL shall acquire (co-)ownership in proportion to the distribution of costs. The Supplier must mark the tools as the (co-)property of WENZEL and shall carry out the necessary maintenance/repairs at its own expense. WENZEL shall acquire ownership to the same extent in replacements. WENZEL has an option with a right of first refusal to the Supplier's share.
- 6.2. The Supplier must insure the Tools at replacement value against fire, water and theft at its own expense.

## 7. Spare parts/software

- 7.1. The Supplier must supply WENZEL with spare parts for the delivered Goods for a period of 10 (ten) years after the end of the supply relationship on standard commercial terms. If the scope of delivery includes non-standardized software, the Supplier must carry out improvements/changes according to WENZEL's specifications for the period of 10 (ten) years from delivery, provided that this is not unreasonable in the specific case and WENZEL pays a reasonable reimbursement of costs for this.

## 8. Confidentiality

- 8.1. The Supplier shall use the documents and information provided to the Supplier exclusively to fulfill its contractual obligations and will not make them accessible to third parties without the prior written consent of WENZEL.
- 8.2. The obligation under Section 8.1 shall also apply after termination of the agreement; it shall expire if and to the extent that the information or the manufacturing knowledge contained in the documents has become generally known.

## 9. Quality management/incoming goods inspection/warranty

- 9.1. The Supplier shall establish and maintain a quality assurance system according to ISO 9001:2015, VDA 6.1, QS 9000 or a standard agreed with WENZEL (the "**QA System**"). The Supplier shall constantly monitor the quality of its deliveries and services with the aid of the QA System. The Supplier must inspect the Goods to be delivered as part of an outgoing goods inspection.
- 9.2. The Supplier must record in writing for all Goods delivered to WENZEL in what way and by whom defect-free manufacture of the Goods has been guaranteed. These records must be retained for a period of 10 (ten) years after delivery and shall be presented to WENZEL upon request. An obligation must accordingly be placed on subsuppliers for this purpose.
- 9.3. WENZEL shall inspect the Goods after receipt within a reasonable period for deviations in terms of quality and quantity.
- 9.4. Notice of any obvious defects is timely if made within 14 (fourteen) working days of receipt of the goods by WENZEL. Notice of hidden defects is timely if issued within 14 (fourteen) working days of their discovery by WENZEL.
- 9.5. WENZEL is entitled to the statutory rights/claims for defects against the Supplier.
- 9.6. The supplier guarantees that it will provide support in the event of an investigation/inquiry or clarification and will provide the necessary documents for this purpose.

## 10. Liability/insurance

- 10.1. If WENZEL is held liable by third parties for a product defect for which the Supplier is responsible, the Supplier must indemnify WENZEL on first request from all claims of third parties, including the necessary costs for the defense of such claims, if the cause is within the Supplier's control and organization and the Supplier is itself liable in relation to third parties.
- 10.2. The liability under Section 10.1 also includes the reimbursement of expenses that are incurred from or in connection with a recall campaign carried out by WENZEL. WENZEL shall inform the Supplier - as far as possible and reasonable - of the content and scope of the recall campaign to be carried out and shall give the Supplier the opportunity to comment.
- 10.3. The Supplier must take out product liability insurance with a sum insured appropriate for the Goods, but not less than EUR 10 million per event of personal injury and property damage ("**Product Liability Insurance**"). The Supplier must provide evidence of such insurance in writing on request by WENZEL.
- 10.4. On WENZEL's request, the Supplier shall assign its claims for reimbursement under its Product Liability Insurance to WENZEL at first request, as far as this is allowed under the insurance terms and conditions. If the Supplier has taken out further insurance policies in connection with the manufacture/delivery of the Goods (e.g. according to Section 6.2.), the Supplier also assigns the claims for reimbursement under these insurance policies to WENZEL on first request.
- 10.5. If a claim is brought against WENZEL by third parties, because the Goods violate an industrial property right of the third party, the Supplier shall indemnify WENZEL on first request against such claims, including the necessary costs for the defense of such claims.
- 10.6. WENZEL is not entitled to acknowledge claims of a third party under Sections 10.1 and 10.5 or to conclude other agreements with the third party concerning such claims without the Supplier's written consent.
- 10.7. The limitation period for the indemnity claims under Sections 10.1 and 10.5 is 3 years, calculated from the time of WENZEL's knowledge of the claim by the third party.
- 10.8. WENZEL is a self-insurer for shipments of goods which are at WENZEL's expense.

## 11. Set-off/right of retention

- 11.1. The Supplier shall only be entitled to rights of set-off and retention if the Supplier's applicable claim has been legally established or is undisputed.

## 12. Legal requirements

- 12.1. The Supplier guarantees that, in particular with regard to the execution and handling of the order, the relevant
  - RoHS-Regulation 2011/65/EU
  - REACH (EG) no. 1907/2006,
  - WEEE-Regulations 2012/19/EUand the accident prevention regulations, conflict-free material (Dodd-Frank Acts), occupational health and safety regulations and minimum wage laws are - without exception - observed.
- 12.2. The Supplier undertakes to comply with the sustainability factors of
  - Environmental, social and employee concerns
  - Respect for human rights
  - Combating corruption and briberyto be observed. Furthermore, the supplier pays attention to energy-efficient processes and to consolidate this sustainably in investments.

## 13. Final provisions

- 13.1. Place of performance for deliveries and payments and exclusive place of jurisdiction for all disputes arising between the Supplier and WENZEL under the contracts concluded between them is Würzburg, Germany.
- 13.2. German law applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- 13.3. If any of the provisions are ineffective in whole or in part or if omissions are identified, the validity of the remaining provisions shall be unaffected.

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