The General Terms of Purchase of Lindemann Germany GmbH

§ 1 GENERAL INFORMATION
1. These General Terms of Purchase (hereinafter referred to as “Terms of Purchase”) apply to all orders and purchase orders placed by our company and all future orders and purchase orders (hereinafter referred to as “Orders”). They are an essential part of the Order. Our contractual partner (hereinafter referred to as “Supplier”) shall recognise the Terms of Purchase by accepting the order.

2. The control by not later than 14 General Business Terms of the Supplier is hereby explicitly objected to. Such terms and conditions shall also be deemed as not accepted with the execution of the delivery.

3. Our Terms of Purchase shall only apply towards entrepreneurs (§ 14 Par. 1 BGB [German Civil Code]) and legal entities under public law or special assets under public law within the meaning of § 310 Par. 1 BGB.

§ 2 ORDER
1. Insofar as our Orders were placed by employees, who did not have any corresponding power of attorney, the placements of the orders require our written confirmation in order to be legally valid.

2. In its offer or its confirmation the Supplier has to point out possible deviations from our order, our enagity, a specification, quality guidelines or invitation to tender separately by stating the individual deviations. Such deviations shall only be deemed as agreed if they were explicitly confirmed by us.

3. Oral collateral agreements and/or subsequent amendments to the contract as well as assurances and promises of all kinds with employees of our company, who do not have any corresponding power of attorney, require our written confirmation in order to be legally valid.

§ 3 DELIVERY, ASSUMPTION OF RISK
1. Unless otherwise agreed, the Supplier shall deliver and/or complete the service, including the packaging and shipping of the goods programmed from sub-suppliers, “free house” (DDP Incoterms 2020) at the agreed date or within the agreed deadline directly to the specified shipping address. If deviating agreements have been reached, then the cheapest dispatch route is to be chosen. The time of the arrival of the service in our company or the recipient named by us is decisive. If a delivery or completion deadline has been agreed this shall begin with the date of the written order. The agreed deadlines and dates are an essential part of the contract.

2. With the first indications for the fact that the Supplier can possibly not adhere to an order date or a deadline in full or part it shall inform us hereof immediately and present the reasons as well as the expected duration of the delay irrespective of the underlying cause. If the Supplier fails to submit the timely report according to the afore-mentioned sentence it cannot refer to the cause for the delay towards us.

3. If a service is not carried out as of the date, we can grant a reasonable final deadline by taking our operational interests into consideration. After the expiry of this deadline and in case of our order, our enquiry, a specification, quality guidelines or invitation to tender separately by stating the individual deviations, the Supplier shall be liable for all consequent damages from the defect suffered by us owing to a faulty delivery or service as well as material and wage costs, which were uselessly spent by us before discovery of a hidden defect or are to be remunerated by us to third parties. If the Supplier is in default with the remedy of the defect within the framework of the subsequent satisfaction or if a property subsequent satisfaction is not guaranteed owing to the unreliaibility of the Supplier, we can – in addition to possible further rights – remedy the defect ourselves or have this remedied by third parties and request reimbursement of the expenses which are necessary for this insofar as the Supplier is responsible for the breach of duty.

We are entitled report obvious defects to the delivered service within two weeks from its delivery. The notification by us to the delivery or processing in the event of the order or the delivery is not due in the event of the order or the delivery is not due in the event of the order or if the Supplier is responsible for the breach of duty. We are entitled report obvious defects to the delivered service within two weeks from its delivery. The notification by us to the delivery or processing in the event of the order or the delivery is not due in the event of the order or if the Supplier is responsible for the breach of duty.
has to examine technical documents and aids made available by us for their usability at its own responsibility.
All production means, documents, and other aids (hereinafter referred to as "Aids") may not be used, reproduced or made accessible to third parties by the Supplier for other purposes without our consent. This shall also apply to aids, which the Supplier produces according to our details.
2. All aids made accessible to the Supplier or produced according to our details are to be handed over to us immediately, together with all copies and/or reproductions, without request as soon as they are no longer required for the execution of the delivery or service, latest upon upon execution of the delivery or service.
3. The Supplier shall consider the order and the aids and information referring hereto as a business secret and treat these confidentially. It shall be liable for all damages, incurred to us from the breach of this obligation and our ownership and industrial property rights. The Supplier shall also be liable for damages, deterioration, loss, and theft of the aids.

§ 10 ASSIGNMENT OF CLAIMS
The Supplier may only assign claims against us to third parties with our explicit prior consent.

§ 11 RESERVATION OF CANCELLATION / FORCE MAJEURE
1. In the event of force majeure such as war, riot, eruption of fire, Pandemics etc. as well as with the occurrence of other impediments to service which do not just oppose the acceptance in the short-term, such as e.g. exceptional interferences to operation including strikes, which were neither foreseeable nor for which we are responsible and which cannot be overcome by reasonable expenses either, we are entitled to cancel the contract accordingly. The same shall apply if the creditworthiness and/or solvency of the Supplier have deteriorated substantially after conclusion of the contract and/or it upon maturity of its service is either not willing to provide the service or is no longer capable of providing the service.
2. With the exercising of the right to cancellation according to the afore-mentioned subclause the Supplier shall not be entitled to damages and/or other rights against us.

§ 12 PRODUCT LIABILITY
If a claim is asserted against us – no matter for what legal reasons – by one of our customers or a third party owing to a product damage then the Supplier is obliged to indemnify us accordingly from the assertion of the claim to the extent that the cause of the damages are to be attributed to it, in particular for which it is responsible. The Supplier takes over in this case all costs and expenses including the costs of a possible legal prosecution, which are asserted against us.

§13 Service orders
In addition, in case of assemblies, repairs and other work services the Supplier has
(1) with the execution of all work to comply with the regulations of its trade association as well as the accident prevention regulations. It bears the sole responsibility and liability for all accident damages, which are caused by it or its workers. It shall indemnify us from all claims for damages which are asserted against us in connection with its contractual owed service;
(2) to personally ensure the careful and safe storage of the brought in property (e.g. materials, devices and tools) – also of its workers. We shall not be liable for a loss;
(3) to ensure that its personnel are properly equipped in line with the regulations and guidelines (protective clothing etc.), further;
(4) insofar as necessary for the full payment of the remuneration, to submit a valid exemption certificate of the Inland Tax and Revenue Office.

§ 14 COMMITMENTS TO TARIFF AND MINIMUM WAGE
1. With respect to us, the supplier undertakes to comply with the provisions of the Minimum Wage Act (MiLoG) and – if applicable – of the Posted Workers Act (AEntG) with respect to its own employees and to impose these obligations accordingly on any subcontractors / distributors.
2. The Supplier shall indemnify us from any claim raised to us and our liabilities against us by/of third parties in full incurred by us due to a breach of the aforementioned legal provisions by the supplier or his subcontractors / distributors. Alternatively, we can also ask for the payment of a sum of money corresponding to our discretion.
3. The supplier is at our request obliged to prove in writing compliance with MiLoG and AEntG – also by any subcontractors/lenders – without delay.
4. In case the supplier violates the obligations under this section, we are entitled to an extraordinary termination/resignation of / from the contract, without – however – this entitles the Supplier to any compensation.

§ 15 PLACE OF PERFORMANCE, PLACE OF JURISDICTION, APPLICABLE LAW
1. The place of performance and place of jurisdiction is Düsseldorf. We are entitled to also file an action against the Supplier at its registered seat.
2. The law of the Federal Republic of Germany shall apply exclusively. The application of the standard laws governing the international purchase of movable objects and concerning the conclusion of international purchase contracts for movable objects is explicitly excluded.
3. Should individual provisions of the contract or these Terms of Purchase be or become invalid or non-enforceable in full or in part or be declared invalid by judicial or official decisions, this shall have no effect on the validity and enforceability of the other provisions of the contract and these terms and conditions.

Lindemann Germany GmbH
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