

## Purchasing and delivery terms and conditions

These terms and conditions relate to all products supplied to RSG Elotech Elektronische Baugruppen GmbH, (hereinafter referred to as "RSG Elotech").

### 1. Definitive terms

These terms and conditions shall apply exclusively. The inclusion of excluding or divergent terms and conditions is expressly prohibited. Deviations from these terms and conditions shall only be effective if confirmed by RSG Elotech in writing.

### 2. Purchase orders and order confirmation

- 2.1. Purchase orders and contractual agreements must be made in writing. Any amendments made to existing agreements or purchase orders of RSG Elotech shall only be permitted after they have been agreed by prior written consent.
- 2.2. If a supplier accepts a purchase order from RSG Elotech, it must send order confirmation to RSG Elotech within 7 days, stating the complete order information. Otherwise RSG Elotech shall be entitled to revoke the order.
- 2.3. RSG Elotech may require the supplier to make changes to the design and execution of the delivery item in as far as this is reasonable. In doing so, the effects of these changes, in particular with regard to additional and reduced costs as well as to delivery dates, shall be appropriately regulated by mutual agreement.
- 2.4. In the case of cancellation or reduction in the order quantity, RSG Elotech shall only be obliged to accept the quantity within the replacement period.
- 2.5. If an order is not confirmed by the supplier within 7 calendar days, the order is deemed to have been accepted as per the listed terms.
- 2.6. The dates specified in the scheduling-agreement-releases shall be considered as valid. If the delivery dates cannot be met by the supplier, the scheduling-agreement-release must be rejected in writing within 3 working days.  
Without a rejection in due time, the dates according to the scheduling-agreement-release shall be considered as confirmed.  
A separate order-confirmation is not required for scheduling-agreement-items.
- 2.7. Expressions of reservation in any form whatsoever, in particular with regard to delivery dates and prices, are deemed to have been not accepted.
- 2.8. Furthermore, purchases are made in accordance with the applicable legislation, the German Civil and Commercial Codes (BGB and HGB).
- 2.9. Quantities and delivery dates are specified exclusively in orders or delivery call-offs. The supplier is to ensure that it has the required capacities enabling it to fulfil the quantities, including forecast quantities, in orders or delivery call-offs. Insofar as it is not regulated otherwise in the delivery call-off, the respective delivery call-off constitutes a production release for a period of 4 weeks plus transport time (max. 8 weeks). Quantity forecasts in the orders or delivery call-offs extending beyond this are non-binding. The obligation of RSG Elotech to accept delivery is restricted to the foregoing release periods.

### 3. Supplier reliability/delays

- 3.1. Delivery obligations are binding and must be fully adhered to by the supplier. Acceptance of the delivery date/delivery deadline is subject to receipt of the goods in RSG Elotech's goods inwards department.
- 3.2. If the agreed delivery date/delivery deadline cannot be met, The supplier must communicate this immediately to RSG Elotech both verbally and in writing.
- 3.3. If the parties have directly or indirectly agreed on a specific calendar day, the supplier shall be in default if this delivery day/time is exceeded, without a reminder having been given. In the case of default, if the supplier does not meet an extended deadline set by RSG Elotech, RSG Elotech shall be entitled to have the unperformed service performed by a third party at the original supplier's expense, to terminate the contract or to demand compensation for the damage caused to it and to the customer.  
The supplier shall compensate RSG Elotech for any additional

costs arising from the delayed delivery.

- 3.4. Acceptance of a late delivery of the service shall not constitute a waiver of these claims.

### 4. Force majeure

The existence of a case of force majeure shall free the contractual partners from their performance obligations for the duration of the disturbance and to the extent of its effect. If the case of force majeure lasts longer than seven days, RSG Elotech shall be entitled to withdraw from the contract by written declaration to the supplier.

### 5. Shipping and handling

- 5.1. The Supplier shall bear all costs arising from the delivery or dispatch of the goods. This includes, in particular, delivery, dispatch, packaging and insurance costs.
- 5.2. The risk shall be transferred with the delivery of the goods to RSG Elotech's goods inwards department.
- 5.3. The supplier must ensure that each consignment has an assigned delivery note with RSG Elotech's complete order information attached to it. In addition, the supplier must label each packaged unit with at least the following information in the form of a barcode: RSG item number, manufacturer, item description (without a barcode), batch number, date code, quantity. If the parties have agreed upon an amendment to the order, the supplier shall again inform RSG of this with the delivery/shipment.
- 5.4. Proof of origin (e.g. supplier's declaration, movement certificates within the meaning of the EU/EFTA terms and conditions of origin) required by RSG Elotech shall be promptly provided, including all the required information, and duly signed by the supplier to RSG Elotech.

### 6. Quality assurance

- 6.1. The supplier shall be responsible for fully complying with the agreed quality standards of the products. The supplier shall be responsible for the full quality assurance of the products including comprehensive and regular testing of the products.
- 6.2. The supplier shall guarantee that the products are free of defects and that they fully comply with the agreed specifications and the recognised rules of sound engineering practice. The supplier expressly guarantees the functionality of the delivered products. The supplier is aware that strict quality standards apply in the automotive supply industry.
- 6.3. The delivery shall comply, in terms of quantity and quality, with the contractually agreed conditions, intended use, national and international standards valid on the day of delivery and known customer standards, the latest state of the art, accident prevention regulations of the professional association, relevant provisions of the authorities and trade associations, and legal requirements regarding safety and the environment.
- 6.4. If one of these regulations is not observed, the contract shall be deemed improperly performed. In such a case, RSG Elotech shall be entitled to enforce claims for damages or warranty claims, at its discretion, or to withdraw from the contract.
- 6.5. The supplier undertakes to declare the use of safety-related substances and materials and to pass on the relevant safety data sheets as part of the initial sampling/initial delivery, and to keep them updated at all times.
- 6.6. The quality guidelines for suppliers in the current version shall apply. The guidelines can be found on the RSG website at the following link: [https://www.rsg-elotech.de/en/company/purchase/index\\_eng.html](https://www.rsg-elotech.de/en/company/purchase/index_eng.html)

**RSG Elotech purchasing and delivery terms and conditions****7. Defective products**

- 7.1. RSG will check, immediately on receipt of products, whether they conform to the ordered quantity and the ordered type and whether there is any outwardly apparent transport damage or defects. Notification of the defects identified shall be made to the supplier in accordance with section 10. RSG Elotech has no further obligations regarding inspection in accordance with article 377 of the German Commercial Code. The applicability of this provision shall be ruled out in this respect.
- 7.2. Depending on the time at which the fault is recognised, RSG Elotech distinguishes between three types of returns:
- a) Internal recalls (RSG Elotech belt failure)  
Internal recalls are defective products on which defects are discovered during assembly and/or final testing at RSG Elotech.
- b) Factory recalls (RSG Elotech belt failure - client)  
Factory recalls are defective products identified during or after installation of the RSG Elotech products at the premises of the first-tier supplier or client.
- c) Field recalls  
Field recalls are defective products identified after delivery of the products to retailers or end-customers.
- 7.3. In each case (7.2 above), the supplier shall remain responsible for defective products according to the provisions of these terms and conditions.

**8. Sorting and reworking costs at RSG Elotech**

- 8.1. If goods are determined to be defective during goods inwards inspections (including sorting defects) and if the supplier cannot resolve these defects before opening for production, RSG Elotech shall be entitled to rectify the damage that has occurred as a result of this itself, and to charge the costs arising through this to the supplier by means of a reasonable price reduction.
- 8.2. In urgent cases, such as where the supplier has its own delivery obligations, RSG Elotech shall be entitled to procure defect-free products in the scope required from a third party. In this event, the supplier must bear the costs arising from this and any further damages.

**9. Guarantee**

- 9.1. The supplier undertakes to guarantee the goods for 36 months from the date of delivery.
- 9.2. If the delivered goods are defective or their assured quality is lacking, RSG Elotech shall be entitled, at its discretion, to exercise the rights stated in article 437 of the German Civil Code (BGB).
- 9.3. In urgent cases RSG Elotech shall be entitled, without prejudice to other claims, to remedy the defects itself or to have them remedied at the expense of the supplier. In such a case, the supplier shall be informed in advance of the intended improvement measures to be taken. If RSG Elotech does not receive notification to the contrary from the supplier within 24 hours, the supplier's consent shall be assumed. The supplier shall bear any expenses arising from this.
- 9.4. If a defect is discovered during further processing, RSG Elotech shall be entitled to claim compensation (e.g. for reworking costs, sorting costs, scrapping of materials).
- 9.5. In any case, RSG shall be entitled to return defective goods to the supplier for inspection after prior notification. The supplier shall inspect the returned goods and shall inform RSG Elotech in writing of the results of the inspection. Otherwise the complaint shall be deemed to have been acknowledged. The scope, depth and duration of the inspection shall be agreed with RSG Elotech prior to it being carried out.
- 9.6. If the supplier is not in a position to carry out its own investigations, it shall inform RSG Elotech of this immediately after receiving notification of the intention to return the goods. In this event, RSG Elotech shall carry out the necessary investigations itself. The supplier shall bear any expenses arising from this.

**10. Liability**

- 10.1. The supplier shall be liable in accordance with legal regulations. In particular, it shall be liable for all damages, including consequential damages (e.g. loss of profits, production stoppages, increased production costs, costs for scrapping materials), that arise for RSG Elotech as a result of a delivery or service that does

not meet the contractual undertakings, insofar as the supplier and/or its performing or vicarious agents are responsible for these damages.

- 10.2. If, in conjunction with defects to the goods and/or services supplied, or for other reasons for which the supplier is responsible (e.g. due to inaccurate advertising), claims are alleged against RSG Elotech by third parties, the supplier shall undertake to release RSG Elotech from all third-party claims.

**11. Industrial property rights**

The supplier warrants that the supplied goods are free from the property rights of third parties. Upon its first written request, the supplier shall release RSG Elotech from all liabilities resulting from the fact that the delivered goods or parts thereof may be covered by asserted rights of third parties, in particular, industrial property rights and other property rights.

**12. Payment**

- 12.1. Payment shall be due after receipt of the contractually agreed goods, or acceptance of the service, and receipt of a proper and auditable invoice. In the case of contractually agreed credit note procedures, payment and discount periods shall commence on the date of receipt of the delivery, otherwise, on the later date of receipt of the delivery and invoice. The acceptance date shall apply to the provision of other services.
- 12.2. After receipt of goods and/or acceptance of services or receipt of an invoice, RSG Elotech payments made within 14 days shall be subject to a 3% discount, payments made within 30 days shall be net. RSG Elotech shall also be entitled to deduct the discount after the payment deadline has expired if the supplier is responsible for the delay.
- 12.3. Payment by way of cash on delivery shall be excluded.
- 12.4. In the case of acceptance of early deliveries, the due date shall be determined by the agreed delivery date.
- 12.5. RSG Elotech shall be entitled to withhold a proportion of the payment if the delivery is defective until the delivery has been properly fulfilled.
- 12.7. Without the prior written consent of RSG Elotech, the supplier shall not be entitled to assign its accounts receivable from RSG Elotech or to have this collected by a third party.

**13. Retention of title**

Clauses in the supplier's general terms and conditions which provide for an expanded or extended retention of title of the supplier shall not be recognised. The agreement of such a retention of title requires our separate written consent.

**14. Right to withdraw**

If insolvency proceedings or a court or out-of-court settlement procedure is instituted on the supplier's assets, RSG Elotech shall be entitled to withdraw from the contract with regard to the part not yet performed.

**15. Data protection**

- 15.1. RSG Elotech undertakes to treat the supplier's operational data as confidential. This is based on the respective applicable legal provisions.
- 15.2. The data obtained from the supplier is stored for RSG Elotech's own business purposes. The data shall not be passed on to third parties. The supplier may delete its own personal data at any time.

**16. Place of fulfilment, jurisdiction, choice of law and effectiveness**

- 16.1. If the supplier is a merchant within the meaning of the German Commercial Code (HGB), the place of fulfilment shall be Bad Lobenstein.
- 16.2. If the supplier is a merchant within the meaning of the HGB or does not have a general court in Germany, the court of jurisdiction shall be in Hof/Saale for all disputes arising from the contractual relationship.
- 16.3. German law shall be applicable to the contractual relationship.
- 16.4. If one or more provisions is, or becomes, ineffective, the effectiveness of the remaining provisions shall not be affected.