

## **General Terms and Conditions of Purchase**

**of Stoof International GmbH**

**(latest version: 01 .11. 2022)**

### **I. Scope**

1. The following General Terms and Conditions of Purchase apply to all services and deliveries on the basis of the purchase, manufacturing, work and service contracts concluded between Stoof International GmbH (hereinafter referred to as "the Purchaser") and its contractual partners (hereinafter referred to as "the Supplier"), which have as their subject matter a delivery, service or offer of the Supplier to the Purchaser. They shall also apply to future deliveries and services of the Supplier, even in the case of already existing business relationships, without an express, separate agreement on inclusion in the contract.
2. For the purposes of these General Terms and Conditions of Purchase, a supplier shall be deemed to be an entrepreneur within the meaning of Section 14 BGB (German Civil Code), legal entities under public law and special funds under public law.
3. The General Terms and Conditions of Sale and Business of the Supplier or third parties that conflict with or deviate from these General Terms and Conditions of Purchase shall remain inapplicable - unless agreed otherwise in a written and signed agreement - without any objection by the Purchaser to their validity being required. The response of the Purchaser to a letter of the Supplier or a third party which refers to or contains the General Terms and Conditions of Sale and Business of the Supplier or a third party, the unconditional acceptance of deliveries or services as well as the making of payments shall not constitute consent to the application of the Supplier's or third party's General Terms and Conditions of Sale and Business in the respective business relationship, even if the Purchaser is aware of those General Terms and Conditions of Sale and Business.
4. Should the Supplier or third parties provide their own general terms and conditions, these shall not apply. Any inclusion of such general terms and conditions is expressly rejected. The Purchaser shall also not be deemed to have given its consent if it refers to a letter that contains or refers to the Supplier's or a third party's general terms and conditions.

## **CONCLUSION AND TERMINATION OF THE CONTRACT; PRINCIPAL OBLIGATIONS**

### **II. Conclusion and amendment of contract, form**

1. Contracts (both individual and framework contracts) shall be concluded by placing an order in writing, which shall be confirmed by the Supplier within five working days. Inquiries or invitations to tender by the Purchaser shall not have any binding effect. Offers by the Supplier shall be made free of charge and shall contain details of the quantity, quality and other significant features. Deviations from the characteristics required by the Purchaser or customary in the field of activity shall be expressly indicated.
2. The Supplier shall notify the Purchaser of any obvious errors or incompleteness of the order. Otherwise the contract shall not be effectively concluded.
3. Changes to the order shall become effective by a request for change by the Purchaser and confirmation by the Supplier. The declarations shall be made in writing.
4. All agreements regarding the execution of the contract between the Purchaser and the Supplier must be made in writing and signed by both parties. The same shall apply to legally relevant declarations and notifications to be made by the Supplier to the Purchaser after conclusion of the contract, namely setting of deadlines, declarations of withdrawal. The Supplier shall state the Purchaser's supplier number, order number, material and item numbers in its written correspondence in accordance with its order, call-up or delivery schedule.
5. The Purchaser shall be entitled to revoke the order or the request for modification if the order or the modification to the order has not been accepted or confirmed in due form within five working days after being received by the Supplier. The revocation must be in writing. The Purchaser shall not bear the costs incurred by the Supplier as a result of the revocation.

6. The following shall apply to change requests in the case of contracts whose subject matter is the manufacture, production or processing of the delivery item or the provision of a service by the supplier:
  - a. The Purchaser shall be entitled to demand changes with regard to the performance owed even after the conclusion of the contract; the Supplier shall only be entitled to object to this demand if the fulfilment of the demanded changes constitutes an unreasonable burden.
  - b. Insofar as additional or reduced costs arise as a result of the change request, a new price taking into account the changed costs and efforts shall be agreed on in writing.
  - c. The contracting parties shall agree by mutual consent on a new performance date which takes into account the interests of the contracting parties, insofar as this is necessary due to the changes that have occurred.
  - d. If there are technical or other reasons for which deviations from the agreed quality are necessary, the contracting parties shall notify the other contracting party without delay.

### III. Scope of performance

1. Information about the ordered performances, in particular the type of service, quantities, prices and similar information, are binding. This also applies to information which is not contained in the contract but exclusively in catalogues, advertisements and other public announcements. Changes to the object of performance and delivery are only permissible with the written consent of the Purchaser. The Supplier shall notify the Purchaser without delay if it considers the performance requested by the Purchaser to be unreasonable or if there are any other concerns.
2. The services shall be provided in accordance with the ordered quality and expediency with regard to the delivered items and enclosed documents. They shall comply with the agreed (technical) characteristics and the latest state of science and technology as well as the relevant safety, industrial safety, environmental and current VDE (German Association of Electro-technology Electronics Information Technology) and VDA (German Association of the Automotive Industry) regulations (including initial sample testing according to VDA-criteria), as well as all other relevant civil and public law regulations. Costs for any necessary security devices or security upgrades as well as for all documents to be supplied to the Purchaser for operation, maintenance and repair shall be borne by the Supplier.
3. The quality of the goods and services to be delivered shall be continuously checked by the Supplier, in particular by means of regular outgoing goods inspections. The Purchaser and the Supplier shall jointly agree by contract on the type and scope of the tests, test equipment and test methods. If there is a justified interest, the Supplier shall carry out separate tests and inspections at the Purchaser's request. The Purchaser shall also be entitled to demand repeated and/or multiple tests and inspections from the Supplier. All costs for tests and inspections shall be borne by the Supplier.
4. In the case of motor vehicle parts which are separately marked in the contract or in the technical documentation, the Supplier is obliged to document the following additional circumstances with regards to the examination:
  - a. Date of the examination
  - b. Mode of examination
  - c. Identity of the examiner
  - d. Statement that the item to be supplied by him has been inspected with regard to all features requiring documentation
  - e. Results of the examination.

The inspection documents must be kept for ten years and must be presented to the Purchaser upon request. The Supplier shall impose the same obligation on any upstream suppliers, insofar as this is legally possible.

5. At the request of the Purchaser, the Supplier shall allow the authorities responsible for motor vehicle safety, exhaust gas regulations, environmental regulations, etc. to inspect the production process and the test documents at its premises and shall support them to a reasonable extent if the authorities have previously requested for the same insights to be granted by the Purchaser.
6. If the contractual partners have concluded an individual quality control agreement, this shall remain unaffected by the above provisions.

7. The Supplier must comply with all export control regulations. The Supplier shall be fully and unconditionally liable for all disadvantages and/or damages incurred by the Purchaser due to a violation of export control regulations.

#### **IV. Place and time of performance, performance by third parties, transfer of risk**

1. The place of performance shall be the place specified in the order. The delivery of physical objects shall be made at the place of performance delivered duty paid (“DDP”) in accordance with Incoterms 2020.
2. The date of performance specified in the order shall be binding; the receipt of the delivery or the performance of the service at the agreed place of performance shall be decisive. If the date of performance is determined by a period of time, this period shall commence upon receipt of the order.
3. The Purchaser is not obliged to accept performance before the agreed date of performance.
4. If the Supplier does not perform at the agreed time, he shall be in default without a reminder from the Purchaser. The Supplier shall be obliged to notify the Purchaser without delay if he is unable to meet the agreed date of performance. The contractual and statutory rights of the Purchaser due to default shall remain unaffected. The Supplier shall only be entitled to a right of retention in the event of undisputed or legally established counterclaims. In the event of default in performance, the following provisions shall apply:
  - a. If the Supplier is in default of performance, the Purchaser shall be entitled to all statutory claims.
  - b. Section 376 HGB (German Commercial Code) is waived, subject to the express designation of the date of performance as a date within the meaning of Section 376 HGB.
  - c. Reminders from the Purchaser can be issued individually or in conjunction with subsequent orders. Notification of the delay in performance shall be deemed to be a reminder. In the event of a reminder, the Supplier shall, subject to a deadline set in the individual case, perform without delay, at the latest within one week of receipt of the reminder.
  - d. The contractual penalty shall be set at 0.2% of the contractually owed remuneration (net order amount) for each completed working day on which the supplier is in default. It is limited to 5% of the net order sum. The contractual penalty shall be in addition to the damages to which the Purchaser is entitled and may be claimed in addition to performance. The Purchaser may claim the contractual penalty up to the final payment and even if he has not expressly reserved the right to claim it at the time of the passing of risk.
5. The risk of performance and payment shall pass to the Purchaser upon handover at the place of performance or upon acceptance by the Purchaser in the case of contracts for work and services. The Purchaser's declaration of acceptance of the work as a performance in accordance with the contract must be writing.
6. The Purchaser is entitled, but not obliged, to accept partial, reduced or additional performance.
7. If the Supplier seriously announces to the Purchaser that it no longer wishes to perform, or if an application is made to start insolvency proceedings against his assets, the Purchaser may withdraw from the contract with regard to the services which have not yet been performed.

#### **V. Performance by third parties**

1. Performance by third parties shall be inadmissible subject to the written and signed consent of the Purchaser.
2. If the Purchaser consents to performance by third parties, namely subcontractors, the Supplier shall name them specifically.
3. The Supplier shall be liable in full and without limitations for deliveries and services of subcontractors and manufacturers.

#### **VI. Property**

1. If a reservation of proprietary rights (reservation of title) has been agreed, ownership of the items to be delivered shall pass to the Purchaser at the latest upon complete fulfilment of the payment owed by the Purchaser, otherwise it shall be delivered unconditionally and irrespective of payment by the Purchaser.

2. All documents supplied by the Supplier or created by the Supplier within the scope of the contractual activity shall become the property of the Purchaser. In addition, the Purchaser shall receive an exclusive, irrevocable, unrestricted, transferable right of use to these, as well as to all unprotected results and knowledge arising from the contractual relationship, in particular the right to process and redesign, reproduce and distribute them.
3. Ownership of means of production:
  - a. The Purchaser shall retain the copyright and ownership of all means of production and confidential documents, drawings, photographs and films, illustrations and diagrams, calculations, descriptions, reports, documentation, data and data carriers, models, templates, matrices, samples and tools which he makes available to the Supplier for use. The Supplier is obliged to use the objects of which the Purchaser has ownership or owns the copy rights exclusively for contractual purposes, to keep them safe and to protect them against damage, as well as to mark them as being in the copyright or property of the Purchaser.
  - b. The Supplier may not reproduce the means of production and confidential documents, make them publicly accessible or use them himself or have them used by third parties, subject to the express written and signed consent of the Purchaser.
  - c. The Supplier shall be obliged to surrender the items to the Purchaser as soon as he no longer requires them to fulfil his contractual obligations under the contract with the Purchaser.
  - d. The Supplier and the Purchaser shall each bear half of the maintenance and repair costs, subject to any individual agreement to the contrary. If damage is caused to the items by the Supplier or his agents, the Supplier shall be solely liable, even if he is not at fault. The Supplier shall insure the means of production against loss and damage at replacement value.
  - e. In the event of processing, mixing or combining of means of production provided by the Purchaser, the Purchaser shall be deemed to be the manufacturer.
4. Even prior to payment, the Purchaser shall be entitled to resell the deliveries received from the Supplier under the condition of advance assignment of the claims arising therefrom (extended reservation of proprietary rights).
5. Other extended or wider reservations of proprietary rights by the Supplier are excluded.
6. The creation of an entrepreneur's lien according to Section 647 BGB (German Civil Code) is precluded.

**VII. Special features of framework agreements (quantity or value contracts, scheduling agreements)**

1. Framework agreements can be concluded as quantity or value contracts or as scheduling agreements.
2. If the framework agreement is concluded as a quantity or value contract, the Supplier shall, for the duration of the contract, deliver the quantities or values covered by the contract to the Purchaser on the latter's individual call-up within five working days, subject to any deviating contractual agreement, from the date of receipt of the call-up. The place of performance shall be the place named in the order or the call-up. The date of performance specified in the order or the call-up shall be deemed binding. Reminders from the Purchaser may also be issued in connection with subsequent calls. The Purchaser shall be obliged to accept and pay for the quantities or values covered by the contract by the end of the contract period at the latest.
3. If the framework agreement is concluded as a delivery schedule, the Supplier shall deliver the agreed quantities or values to the Purchaser during the term of the contract in accordance with the Purchaser's individually defined delivery schedule within five working days of receipt of the schedule. The place of performance shall be the place specified in the purchase order or the delivery schedule. The date of performance specified in the order or the delivery schedule shall be binding. Reminders from the Purchaser may also be issued in connection with subsequent schedules. The Purchaser shall not be obliged to determine a delivery schedule or to accept and pay for the quantities agreed in the contract.

**VIII. Delivery and documentation requirements**

1. The Supplier shall pack the goods to be delivered according to trade customs and with the duty of care. The Supplier shall bear the costs thereof.
2. Labelling shall be in accordance with the requirements of the Purchaser. The delivery note to be attached to the delivery shall contain the following information:
  - a. Order number and date

- b. Article description and number
- c. Material numbers
- d. Quantities and weight

If the delivery note is missing or faulty, the Purchaser is entitled to reject the delivery.

3. Services must be properly documented, e.g. by recording working hours, purchase receipts etc.
4. The items to be supplied shall be marked with the CE conformity marking necessary for documenting compliance with the safety requirements required for goods when placed on the market in the European Union and shall be accompanied by the corresponding EU conformity declaration.
5. Operating instructions shall be enclosed. In case of delivery of materials or working materials, a processing data sheet with instructions for processing and application shall be enclosed.
6. The supplier shall enclose a safety data sheet as defined in Section 14 GefStoffV (German Ordinance on Hazardous Substances) and guarantees compliance with the provisions of the Ordinance on Hazardous Substances and other applicable legal provisions, insofar as a hazardous substance, preparation or other product as defined by GefStoffV is concerned.
7. In the case of metallic products, the Supplier shall submit the material allocation in accordance with DIN EN 10204 with the acceptance test certificate 3.1 to the Purchaser at the time of delivery.
8. The Supplier shall provide the Purchaser, without being requested to do so, with all customs and tariff numbers relating to the respective order.
9. If the delivery item is intended for export, the Supplier shall submit a written declaration on the customs origin of the delivery item and provide this to the Purchaser without delay. The Supplier shall be liable for all disadvantages incurred by the Purchaser due to an incorrect or delayed declaration.

#### **IX. Price, terms of payment and invoicing**

1. The price stated in the order shall be payable in the respective agreed currency and, unless otherwise agreed in writing, includes all services and ancillary services, as well as all ancillary costs, in particular labelling, packaging and transport to the agreed delivery address, as well as transport and liability insurance, if applicable. The applicable value added tax shall be added to the price. The price shall be DDP Incoterms 2020. The agreed price is binding.
2. The invoice shall contain details of the order numbers and article numbers, as well as the individual deliveries and services in accordance with the Purchaser's order, call-up or delivery schedule, as well as the mandatory details in accordance with Section 14 IV UStG (German Value Added Tax Act). In the case of metallic products, a material allocation in accordance with DIN EN 10204 must be enclosed. The invoice is to be issued to the address of the Purchaser and shall include the number of the delivery notes and performance records.
3. If the processing of the invoice by the customer is delayed due to missing or incorrect information, the payment deadlines shall be extended accordingly by the duration of the delay.
4. Payment shall be made only upon complete and defect-free performance or acceptance, due date of the payment obligation and proper issuance of the invoice. Payment shall be made within 14 days less 3% discount or within 21 days.
5. If, according to contractual agreement, the price is to be paid in installments, these shall only be made upon complete performance of the partial service and, if applicable, partial acceptance, as well as proper issuance of the invoice, also within 14 days less 3% discount or within 21 days, if this is specified by the customer.
6. Late payments caused by incorrect or incomplete invoicing do not affect the discount periods.
7. A service rendered prior to the performance deadline shall not affect the payment deadline.
8. Payment shall be deemed to have been made upon receipt of the transfer order by the bank. The Purchaser is not responsible for delays in the transfer by the banks involved.
9. A payment shall not be deemed to be an acknowledgement or acceptance.
10. The purchaser does not owe any interest after the passing of the due date. The requirement of a reminder as well as any rights of set-off and retention shall be governed by the statutory provisions.

#### **ANCILLARY PERFORMANCE AND PROTECTION OBLIGATIONS**

##### **X. Spare parts**

1. The prices of the spare parts shall be agreed by the Purchaser and the Supplier at their reasonable discretion.
2. The supply of the Purchaser with spare parts for the items supplied by the Supplier shall be guaranteed by the latter for a period of at least 15 years following the expiry date of the vehicle series in which they were used. The change of use or abandonment of part-specific production facilities requires the consent of the Purchaser in writing.
3. If necessary, the Purchaser shall provide the Supplier with information on supply periods and demand forecasts.

#### **XI. Rights of use and inventions**

1. The Purchaser shall be exclusively entitled to the rights of use to drawings, photographs and films, illustrations and diagrams, calculations, descriptions, reports, documentation, data and data carriers, models, templates, matrices, samples, tools and other means of production that result of the performance of the contract concluded between the Purchaser and the Supplier. The originals shall be handed over to the Purchaser and, if legally possible, he shall become the owner. The Supplier may neither duplicate nor distribute them; copies of the aforementioned items and data may only be made as evidence of the services provided by the Supplier.
2. The Purchaser shall not receive any exclusive right of use to industrial property rights, copyrights or unprotected knowledge of the Supplier which already exist prior to the execution of the contract and are used by the Supplier for the performance of the contract. Something else shall only apply if these are necessary for the exploitation of the Supplier's performance.
3. All inventions arising in connection with the performance of the contract shall be transferred to the Purchaser. The Supplier shall immediately provide the Purchaser with all necessary information on all protectable results, in particular inventions, which arise in connection with the performance of the contract. If the Purchaser is not interested in registering an invention for an industrial property right, he shall transfer the invention back to the Supplier, whilst retaining a simple, unrestricted and gratuitous right of use.

#### **XII. Indemnification**

1. The Supplier shall be responsible for ensuring that no third party rights are infringed by its performance and that the services provided by it are free of third party rights or that it has concluded a contractual agreement with the rights holders on the basis of which it is entitled to grant rights in favour of the Purchaser.
2. Consequently, the Supplier shall indemnify the Purchaser against all claims asserted by third parties against the Purchaser on account of the infringement of rights in respect of the services provided by the Supplier, unless the Supplier can prove that he is not responsible for the underlying breach of duty.

#### **XIII. Obligations to comply with the minimum wage**

1. The Supplier undertakes to pay the statutory minimum wage and to document it in accordance with the Minimum Wage Act.
2. The Supplier shall provide evidence of this to the Purchaser upon request.
3. The Supplier shall indemnify the Purchaser against all claims to which the Purchaser is exposed due to violations of the provisions of the Minimum Wage Act by the Supplier or third parties commissioned by the Supplier; the Supplier shall assume full liability.

#### **XIV. Confidentiality**

1. Advertising the business relationship requires the written consent of the other contracting party.
2. The Supplier undertakes to keep confidential all information, knowledge and documents, e.g. technical and other data, measured values, technology, operating experience, trade secrets, know-how, drawings and other documentation (hereinafter referred to as "Information") received from the Purchaser or otherwise made known by or to the Purchaser or its affiliated companies, not to make them accessible to third parties and to use them only for the purpose of processing the respective order / commission. The Supplier undertakes to return all information such as

documents, samples, specimens or the like physically transmitted hereunder to the Purchaser without undue delay upon the Purchaser's request, without retaining any copies or records, and to destroy its own records, compilations and evaluations containing Information without undue delay upon the Purchaser's request and to confirm this to the Purchaser in writing. The Purchaser shall be entitled to the property rights and any industrial property rights to the Purchaser's information.

3. Any subcontractors must be obliged by the Supplier to observe the same level of confidentiality.
4. The confidentiality obligations shall also apply after completion of the contract. They expire when the knowledge contained in the documents provided has become publicly known. Any confidentiality agreements concluded in individual cases between the contracting parties shall remain unaffected.

## **TERMINATION AND FORCE MAJEURE**

### **XV. Cancellation**

In the event of a contract for manufacturing, a contract for work or a contract for services, the Purchaser shall be entitled to terminate the contract in accordance with the statutory provisions.

### **XVI. Force majeure**

1. Force majeure shall be understood to mean an external event caused by elementary forces of nature or by the actions of third parties, which is unforeseeable according to human insight and experience, and which cannot be compensated or rendered harmless by economically acceptable means, even by the utmost care reasonably to be expected in the circumstances. This includes, but is not limited to, war (declared or not), warlike condition, riot, blockade, strike, lockout, flood, storm surge, typhoon, hurricane or other severe weather on the scale of a catastrophe, earthquake, landslide, lightning, pandemic and epidemic, and cyber attack.
2. If a force majeure event occurs, the impaired party shall immediately notify the other party of the event.
3. If a case of force majeure exists, the impaired party shall not be responsible for the delay caused thereby. If contract dates cannot be met due to force majeure, the contract dates shall be postponed by the duration of the impediment.

## **WARRANTY**

### **XVII. Warranty claims**

1. The warranty claims to which the Purchaser is legally entitled on account of material defects and defects of title and other breaches of duty shall apply without restriction subject to the following provisions.
2. The acceptance or approval of samples and specimens shall not affect the warranty claims of the Purchaser.
3. The claims for defects shall also remain valid if the Purchaser is not aware of the defect due to gross negligence.
4. In the case of a purchase contract or a contract for work and materials, the Purchaser shall inspect the goods after delivery to ensure that they are of the type and quantity stipulated in the contract and that there is no externally visible transport damage or defects. Further inspection obligations are not incumbent on the Purchaser in express restriction of Section 377 HGB (German Commercial Code), the Supplier cannot in this respect assert the complaint of delayed inspection or notification.
5. The notification of defects shall be deemed to have been made without delay if the Purchaser notifies the Supplier in writing within ten (10) working days of any damage or defect that is externally apparent upon delivery. Defects occurring at a later point in time according to the circumstances of the proper course of business must be reported in writing within five working days.
6. If a notice of defect or damage is given by the Purchaser, the Supplier shall immediately carry out a detailed damage analysis and report to the Purchaser within 24 hours after its completion. All subsequent performance and other warranty claims of the Purchaser shall remain unaffected.
7. The receipt of the notice of defects and damage by the Supplier shall suspend the limitation period for warranty claims for defects until the Supplier refuses its obligation to accept or fulfil the asserted claim in writing.

8. If the Supplier does not fulfil his obligation of subsequent performance within a reasonable period set by the Purchaser, the latter shall be entitled to remedy the defect himself. The Supplier shall bear the costs incurred in this respect.
9. The Supplier shall bear all costs necessary for the rectification of defects or replacement delivery, in particular packaging and transport costs as well as installation and removal costs. The costs incurred by the Supplier in the inspection and rectification of defects shall be borne by the Supplier even if it later transpires that there is no defect. However, the Purchaser shall be obliged to pay damages in the event of an unjustified request for rectification of a defect, insofar as the Purchaser knew or was grossly negligent in failing to recognise that there was no defect.
10. The place of performance of the supplementary performance shall be the place of performance specified in the order, the call-up or the delivery schedule. If the item has in the meantime been taken by the Purchaser to another location in accordance with its intended use, the place of performance of the supplementary performance shall be at that location.
11. With regard to subsequent performance, the Purchaser shall have the right to choose between subsequent delivery and rectification at its discretion.
12. The subsequent performance shall be deemed to have failed after the first unsuccessful attempt.

#### **XVIII. Statute of limitations for warranty claims**

1. The limitation period for the Purchaser's warranty claims shall be 24 months and shall commence with the first registration of the motor vehicle in which the defective product is installed or with the installation of the product if it is a spare part. The limitation period shall end at the latest after 36 months from the passing of risk or acceptance.
2. The time limits shall apply mutatis mutandis to claims arising from defects of title; Section 438 (1) No. 1 BGB (German Civil Code) shall remain unaffected. Claims arising from defects of title shall not become time-barred as long as the third party can assert the right against the Purchaser.
3. Other statutory provisions, in particular Sections 438 para. 3-5 and 634 para. 3-5 BGB (German Civil Code), shall remain unaffected.
4. Unless the limitation periods of the law on sales and the law on contracts for work and services are longer, the regular limitation period pursuant to Sections 195, 199 BGB (German Civil Code) shall apply to the Purchaser's claims in tort and claims under the law on enrichment.

#### **XIX. Supplier recourse**

1. In addition to the warranty claims, the Purchaser may assert the recourse claims within the scope of the Supplier's recourse pursuant to Sections 445a, 445b, 478 BGB (German Civil Code) without limitation, in particular the right to demand the type of supplementary performance from the Supplier which the Purchaser himself owes to his customer. The claims shall also exist if the defective goods have been further processed by the Purchaser or third parties. The right to choose the type of supplementary performance according to Section 439 (1) BGB (German Civil Code) remains unaffected.
2. The Purchaser shall inform the Supplier before acknowledging or fulfilling a claim for compensation for defects asserted by a third party and shall request a statement by the Supplier. The compensation for defects granted by the Purchaser shall be deemed to be owed by the Purchaser to his customer if the Supplier fails to provide a substantiated statement within a reasonable period of time, not exceeding ten working days. The Supplier shall bear the burden of proof in this respect.

#### **XX. Product liability, damages**

1. The Supplier may not exclude or limit its own liability for fault-based damages, nor that of its executive bodies, legal representatives and vicarious agents.
2. If personal injury or property damage occurs to third parties as a result of a defective object of performance delivered by the Supplier, the Supplier shall be responsible for such damage and shall indemnify the Purchaser against liability. The Supplier undertakes to take out suitable product liability insurance for the deliveries and services performed by him, which in particular adequately covers the risks of the automotive industry (in particular with regard to specially protected and armored vehicles).



3. If, due to a defective item delivered by the Supplier, the Purchaser has to request its third party contractors to return the defective product for inspection, repair or replacement, the Supplier shall bear all costs associated therewith.

## **FINAL REGULATIONS**

### **XXI. Transfer of rights to third parties**

The transfer of rights and obligations arising from the General Terms and Conditions of Purchase or the contracts concluded with the inclusion of the General Terms and Conditions of Purchase shall require the prior agreement of the contracting parties in text form. This does not apply to the assignment of monetary claims.

### **XXII. Applicable law and place of jurisdiction**

1. The laws of the Federal Republic of Germany shall apply to these General Terms and Conditions of Purchase and the contracts concluded under inclusion of the General Terms and Conditions of Purchase and all related business relations between the contracting parties, excluding the conflict of laws rules of private international law and excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
2. The place of jurisdiction for all disputes arising from and in connection with the contractual relationship existing between the Purchaser and the Supplier as well as for any disputes regarding pre-contractual obligations or the formation of a contract shall be the court having subject-matter jurisdiction at the Purchaser's place of business. The Purchaser shall also be entitled, at its unilaterally applicable choice, to bring an action at the Supplier's principal place of business before the court having subject-matter jurisdiction there.
3. The language of the contract shall be German; in the event of questions of interpretation or other cases of doubt, the German version shall apply.

### **XXIII. Severability clause and data protection**

1. Should any provision of these General Terms and Conditions of Purchase be or become invalid, the remaining provisions shall nevertheless remain valid. Any invalid provisions shall be replaced by valid provisions which come as close as possible to the economic intent. The same shall apply in the event of any regulatory gaps.
2. If the Supplier falls within the personal protection scope of the Data Protection Act, he agrees to the processing of his data insofar as this is necessary for the purpose of the contract. Information on data processing is contained in the data protection declaration from the Purchaser, which can be accessed via the following link: <https://www.stoof-international.de/datenschutz/>.

**Stoof International GmbH**

**Borkheide, 01. November 2022**