

## **General Conditions of Purchase WEBO GmbH**

### **§ 1 General – Scope**

- (1.1) Our conditions of purchase apply exclusively; we do not recognize conflicting or differing conditions of the suppliers which deviate from our terms, unless we have expressly agreed in writing. Our conditions of purchase apply, even if we are aware of conflicting or differing conditions of the suppliers which deviate from our terms, and accept their delivery unconditionally.
- (1.2) All agreements made between us and the supplier for the purpose of executing, modifying, terminating or amending the delivery contract shall require unilateral declarations in writing.
- (1.3) All agreements made between us and the supplier for the purpose of executing this contract are set forth in writing in this contract.
- (1.4) Our conditions of purchase apply only to contractors in accordance with § 310, section 1 BGB.
- (1.5) Our conditions of purchase shall apply in the present version as of December 31, 2021 and shall replace the last valid version of January 1, 2017 for all future transactions with the supplier.

### **§ 2 Offers – Quotation documents**

- (2.1) We retain ownership and copyright of all illustrations, drawings, calculations and other documents; they may not be made accessible to third parties without our express written consent. They are to be used exclusively for production on the basis of our order; After submitting an offer without an order or after processing the order, the data must be completely deleted without being requested to do so. They are to be kept secret from third parties; in this respect, the provision of § 9 para. 4 shall also apply.

### **§ 3 Prices - Terms of Payment**

- (3.1) The price specified in the order is binding. Unless otherwise agreed, the price includes free delivery, including packaging. The return of packaging requires a special agreement.
- (3.2) The statutory sales tax is not included.
- (3.3) We can only process invoices if they contain the order number shown in our order in accordance with the specifications; the supplier shall be responsible for all consequences arising from non-compliance with this obligation, unless he can prove that he is not responsible for them.
- (3.4) Unless otherwise agreed in writing, we pay the purchase price within 14 days from delivery and receipt of invoice with 2% discount, or within 60 days after receipt of invoice without deduction.
- (3.5) We are entitled to compensation and retention within the extent of the law.

### **§ 4 Delivery time**

- (4.1) The delivery time stated in the order is binding.
- (4.2) The supplier is obliged to inform us immediately in writing if circumstances arise or become apparent, which indicate that the agreed delivery date can not be met.
- (4.3) In case of delay in delivery, we are entitled to demand lump sum compensation amounting to of 1% of the value for each full week, but not more than 5 %. In the event of a delay in delivery of more than 5 weeks, the Purchaser reserves the right to cancel the order or to deduct components that have been worked on, to the extent permitted by law. The prescribed complete quality inspection documentation shall also be deemed to be included in the scope of delivery. Further legal claims (cancellation and compensation instead of fulfillment) remain reserved. The supplier shall be entitled to prove to us that no damage or significantly lower damage has occurred as a result of the delay.

## **§ 5 Transfer of risk – Documents**

- (5.1) We request the sending of an order confirmation by returning a copy of the order with mandatory price and date confirmation by signature.
- (5.2) Unless otherwise agreed in writing, the delivery must take place free of charge.
- (5.3) The supplier is obliged to include a copy of the order with barcode on all shipping documents and delivery bills. If he fails to do so, the delivery shall not be accepted by WEBO. Furthermore we shall not be responsible for delays in processing.

## **§ 6 Quality assurance and requirements**

- (6.1) Objective  
The objective is to carry out a common quality management (QM), to ensure and continuously improve the quality of our products at all stages of their creation, and to consistently pursue the zero-defect strategy.
- (6.1.1) Scope of application  
This QAA is valid for all suppliers of production materials and services to WEBO.
- (6.1.2) Handling of the QAA  
The QAA shall be handed out to all existing and new suppliers by the purchasing department or the responsible department of WEBO.
- (6.2) Responsibility of the suppliers  
The supplier is responsible for the quality of his work. For this purpose, it is necessary that each supplier maintains an effective, defined quality management system in accordance with its structure and company size. The products supplied must comply with the statutory safety and environmental regulations applicable at the production and distribution site.

The supplier undertakes to strive for 100% delivery reliability.

This QAA is based on the international standard series DIN EN ISO 9000. The requirements from the applicable standard are not explained in the following text and must therefore be taken from the respective valid standard. The supplier has the respective valid version.

- (6.3) Technical documents  
Quality characteristics for the products/services to be delivered shall be specified in technical documents. WEBO shall refer to them in order agreements. Technical documents in this sense are:
  - Drawings or 3-D models
  - for design work: Checklist, general WEBO construction guideline
  - Delivery instructions
  - Test specifications
  - Other standards and regulations
  - Documents of the supplier which have been agreed with WEBO

The Supplier shall take appropriate measures to ensure that it and its sub-suppliers always manufacture in accordance with the latest technical documents. No deviation from the technical documents shall be permitted without WEBO's prior written consent.

#### (6.4) Quality planning

##### (6.4.1) General

In order to identify potential sources of defects as early as possible and to initiate preventive measures in a targeted manner, the supplier must carry out advance quality planning (QVP) during the definition of the manufacturing and testing processes on the supplier's premises.

This also applies to the supplier's design services.

##### (6.4.2) Manufacturing feasibility analyses

Before submitting an offer, the supplier shall check the manufacturability of the product on the basis of the available technical documents with regard to a secured production, taking into account his production facilities. All specified technical regulations including required process capabilities must be complied with. If necessary, agreements have to be made with the responsible technical staff via WEBO's purchasing department.

In addition, the Contractor shall check whether it is able to measure all deviations in dimensions, shape and position (e.g. by WEBO color table) as well as all other drawing specifications such as surface qualities of the products manufactured by it as well as to implement the order exactly in terms of technology, capacity and deadlines. In addition, WEBO shall be informed about the possibility of metrological recording of required features.

With the submission of the offer, the supplier expressly confirms the manufacturability of the product and the measurability of the required QA criteria.

##### (6.4.3) Quality tests and documentation of measurement results

The contractor is obliged to prove and document the quality of his products.

Upon delivery, the contractor shall confirm the correct manufacture with signature / date on the drawing or the measurement report. If a measuring protocol is available, it is to be sent electronically (see mail address below). All drawing dimensions are to be marked with a check mark on the drawing sent along as checked.

If no measuring protocol is available, all dimensions with a tolerance field of less than 0.1 mm must be documented in the drawing with the measured value. All tolerance field overruns and/or underruns must be marked separately with a value and clearly as "n.o.k."

For better traceability, the results are to be entered without confusion (possibly also in handwriting). The supplier must not use a stamp, but date and signature must be clearly visible and recognizable.

The drawings or measurement reports are to be sent to the following e-mail address, quoting the WEBO article number from the purchase order:

***einkauf@webo.de.com***

If any dimensions do not correspond to the requirements, the order must not be sent to WEBO by the supplier, but the purchasing department must be contacted immediately to agree on the further procedure. Deliveries without complete quality inspection documentation will be considered incomplete until the documentation is submitted.

##### (6.4.4) FMEA (VDA Volume 4) for design work if expressly ordered.

An FMEA is only required if it is contractually demanded by the WEBO client.

##### (6.4.5) Test planning if explicitly ordered

Test plans shall be prepared by the supplier for all important process and product characteristics.

- (6.4.6) Capability tests if expressly ordered  
Main functional characteristics or other specifically defined test characteristics shall be examined by the supplier for their machine or process capability. Any deviations are to be justified or communicated to WEBO stating the necessary tolerances. For more details see under point 5.3.
- (6.4.7) Selection of sub-suppliers  
The supplier is fully responsible for WEBO products manufactured by sub-suppliers. This means that the supplier shall select sub-suppliers who are able to meet the requirements in all respects. The supplier undertakes to coordinate quality assurance measures with his sub-suppliers and to monitor their implementation.
- (6.4.8) Specifications  
If standards, specifications, processing instructions etc. are referred to in WEBO's documents and these are not available to the Supplier, the Supplier shall be obliged to procure them in due time.
- (6.4.9) Training of the Supplier's employees  
In order to be able to implement the quality assurance methods, it is necessary that the corresponding employees are sufficiently trained in quality assurance techniques and statistical methods. The supplier shall adequately document planned and conducted training.
- (6.4.10) Labeling, packaging, delivery and transport  
The Supplier shall ensure that the goods are delivered in suitable means of transport approved by WEBO in order to avoid damage and quality degradation. With regard to the marking of products, parts and packaging, the requirements agreed with WEBO shall be complied with. It must be ensured that the marking of the packed products is also recognizable during transport and storage. Deviations from existing labeling obligations shall require a written agreement between the Contractor and WEBO.
- (6.4.11) Supplier Audits  
In order to check the effectiveness of the quality assurance measures, the Supplier shall grant WEBO the right to carry out system, process or product audits on site after prior coordination of dates.
- (6.4.12) Test equipment monitoring  
The inspection equipment monitoring shall at least comply with the requirements of DIN EN ISO 9001.
- (6.4.13) Traceability  
The contractor undertakes to ensure the traceability of the products supplied by him in accordance with a risk assessment. In the event of a defect being detected, traceability must be possible in such a way that the quantities of defective parts / products can be narrowed down. WEBO shall, if necessary, provide the contractor with the data required for traceability.
- (6.4.13.1) Parts requiring documentation  
Parts subject to documentation are marked with "D" or with "subject to documentation" in the WEBO documents.  
Furthermore, the procedure shall be in accordance with VDA Volume 1 "Parts requiring documentation". Unless otherwise agreed, the test documents for D parts shall be kept for at least 15 years.
- (6.4.13.2) Evaluation  
Series deliveries shall be statistically evaluated and assessed. The results of the evaluation shall be communicated to the supplier at regular intervals. The supplier shall be notified of any complaints.

## (6.4.14) Certification

Companies which are certified according to DIN EN ISO 9001: or VDA 6.4 will be preferred by WEBO.

## (6.4.15) Evaluation of initial sampling / supplier evaluation

The requirements listed under point 5 will be checked and evaluated by WEBO. They will be part of the supplier evaluation according to QMV 9.3 appendix 1. The documentation of self-tests, the delivery quality, the cooperation, the adherence to delivery dates, the flexibility and the proven contribution to the joint performance optimization and the amount of turnover per year will be considered as evaluation criteria. The weighting of the individual evaluation criteria leads to a classification as A, AB, B or C supplier. The results will be communicated to the supplier. WEBO reserves the right not to consider C-suppliers for contract awards.

## **§ 7 Prototypes / Initial samples suppliers**

## (7.1) Initial sampling (VDA Volume 2) [EMPB] for prototypes/first samples

## (7.1.1) General

By means of the initial sample test, the conformity with all requirements from the technical documents is checked. The initial samples must have been manufactured completely with standard operating equipment under standard conditions. If tolerance adjustments, tolerance extensions or general deviations from the specifications are required, this must be done with the technically responsible WEBO employees prior to the initial sample inspection.

## (7.1.2) Documentation

All measurement results are summarized in an initial sample test report (EMPB), which usually complies with the VDA guidelines. In special cases, customer-specific forms are possible. All dimensions with tolerance over- or underrun have to be marked with a star ( \* ) or with WEBO and are to be shown separately in a deviation report. Part of the initial sampling are customer-specific requirements, according to which all measurement results for corrective measures are to be entered in color in the blank drawing. This requirement shall be agreed separately in each case. Any deviations and defects that occur must be marked on the component. This also applies without restriction to such defects which cannot be determined dimensionally (defects, drawing marks, contour defects, visible porous surface defects, etc.).

The marking is carried out in the following colors:

- Green for dimensions OK
- Red for defects on the part and dimensions out of tolerance
- Yellow for dimensions at the limits (critical features)

## (7.1.3) Responsibility

The supplier is responsible for the correct performance of the initial sample inspection. If he is not able to carry out all the tests himself, he must assign them to a suitable test center.

In any case, the responsibility remains with the supplier. A release of the initial samples by WEBO does not release the supplier from the responsibility for the quality of his products. This release is of a purely technical nature and does not constitute a delivery contract.

## (7.1.4) Release

The production of serial parts may not be started until the supplier has received a formal initial sample release from WEBO.

## (7.2) Changes

WEBO shall be informed of any changes in good time and in full so that the changes can be checked for their consequences and objections can be lodged if necessary. In any case it shall be observed that:

- each first delivery after a change must be clearly marked
- the amended subscription index is indicated on the delivery documents
- no delivery with the old index may be made after the first delivery with the new index.
- changes to deadlines and delays that become apparent must be communicated to the client without request and at the earliest possible date, stating the new deadline. This shall also apply without restriction to such cases whose scheduling is threatened.

In the interest of finding a solution quickly, the contractor is obliged to disclose the data and facts. If the contractor detects deviations of the actual condition from the target condition of the products, it shall notify WEBO thereof and of planned remedial measures without delay. If, in exceptional cases, products have to be delivered which do not comply with the specifications, a special release from WEBO shall be obtained in advance. WEBO shall also be informed without delay of any deviations detected subsequently.

Prior to changes in production processes, materials or supplier parts for the products, relocation of production sites, furthermore changes in procedures and equipment for the testing of the products or other quality assurance measures, the contractor shall notify WEBO in due time so that it can be checked whether the changes may have an adverse effect.

## **§ 8 Defects - Product liability - Indemnification - Liability insurance coverage**

### (8.1.1) Concealed defects / deviations

Products which do not fully comply with the specifications may not be delivered to WEBO. In justified exceptional cases, provided that the functionality is not impaired, a written exceptional approval may be granted by WEBO Quality Assurance prior to delivery.

If defects caused by the supplier are detected during the use of the parts, the supplier shall be responsible for the resulting costs. The supplier must initiate immediate measures to eliminate the defect and prevent its recurrence, if necessary blocking, sorting out or reworking any remaining stock. The following options are available:

- immediate return of the delivery
- sorting and/or reworking on site by the supplier
- sorting and/or reworking on site by WEBO

Complaint reports are created by the QS WEBO and forwarded to the supplier via the supplier. A complaint report must be answered within the given time limit with a meaningful statement (8-D Report). A justified objection to a report must be sent in writing to the purchasing department of WEBO. The n.o.k Parts are included in the supplier evaluation. In the case of returns of the entire delivery, the supplier has the possibility to report the actual n.o.k. parts by returning the actual n.o.k parts to WEBO, to correct the statistics accordingly.

### (8.1.2) Complaints, examination of defects, liability for defects

(8.1.2.1) The contractor shall be responsible for the delivery of the products and the performance of the services in accordance with the specifications and performance of the services. For this reason WEBO shall not carry out any technical incoming goods inspection. In the incoming goods department the incoming products shall be checked for quantity and identity as well as for visible transport and packaging damage. In all other respects WEBO shall be exempted from the obligation to inspect the goods and to give notice of defects (§ 377 HGB). WEBO shall notify the contractor of any defects in a delivery as soon as they determine. In this respect the contractor waives the objection of a delayed notice of defects. To the extent that this is feasible in the ordinary course of business, WEBO shall either inspect the assemblies manufactured using the delivery before the start of the next production stage or subject the finished product manufactured using the assembly to an inspection.

- (8.1.2.2) Unplanned additional expenses due to additionally required tests etc. shall be borne by the contractor and shall be invoiced.
- (8.1.2.3) We are obliged to inspect the goods within a reasonable time for any variations in quality and quantity; the complaint is deemed timely if it is received within 10 working days from receipt of goods, or in the case of hidden defects on discovery thereof. If a quality assurance agreement exists between us and the supplier, this is regarded as having priority with respect to the defects inspection and complaint obligations to be fulfilled by us.
- (8.1.2.4) We are fully entitled to the legal warranty claims; in any case, we are entitled to choose between remedial action or the replacement of an item by the supplier. The right to claim damages, particularly for damages instead of services is expressly reserved.
- (8.1.2.5) We are entitled, at the expense of the supplier, to remedy the defects when there is imminent danger or in urgent cases.
- (8.1.2.6) The limitation period is 36 months starting from the transfer of risk.

### (8.1.3) Product damage and product liability

- (8.1.3.1) To the extent that the supplier is responsible for product damage, he shall be obliged to indemnify us from claims for damages by third parties upon first request to the extent that the cause lies within his sphere of control and organization and he is liable himself in the and he himself is liable in the external relationship.
- (8.1.3.2) Within the scope of his liability for cases of damage within the meaning of subsection (1), the supplier shall also be obliged to reimburse any expenses, in particular pursuant to sections 683, 670 of the German Civil Code (BGB) as well as pursuant to Sections 830, 840, 426 of the German Civil Code (BGB), which arise from or in connection with a recall action carried out by us. We shall inform the supplier about the content and scope of the recall measures to be carried out - as far as possible and reasonable - and give him the opportunity to comment. Other statutory claims shall remain unaffected.
- (8.1.3.3) The supplier undertakes to take out a product liability insurance policy with a coverage of 5 million per personal injury/property damage - lump sum; If we are entitled to further claims for damages, these shall remain unaffected.

## **§ 9 Property rights**

- (9.1) The supplier warrants that in connection with his delivery, no rights of third parties are violated within the Federal Republic of Germany.
- (9.2) If a third party takes legal action against us in this respect, the supplier is obliged to exempt us of these claims upon first written demand; we are not authorized to reach any agreements with the third party without the approval of the supplier, in particular to reach a settlement.
- (9.3) The exemption obligation of the supplier refers to all expenses incurred by us, arising from or in connection with a claim by a third party.
- (9.4) The limitation period is five years from the conclusion of the contract.

## **§ 10 Retention of Title - Provision - Tools - Confidentiality**

- (10.1) If we provide parts to the supplier, we reserve the right of ownership. Processing or transformation by the supplier is carried out for us. If our reserved goods are processed with other items not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of the item (purchase price plus VAT) to the other processed items at the time of processing.
- (10.2) If the item provided by us is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of our item (purchase price plus VAT) to the other processed items at the time of mixing. If the mixture takes place in such a way that the supplier's item is to be regarded as the main item, it is agreed that the supplier



transfers co-ownership to us proportionately; the supplier shall hold the sole ownership or co-ownership.

- (10.3) We reserve the ownership to all tools; the supplier is obliged to use the tools exclusively for the production of the goods we ordered. The supplier is obliged to insure our tools at replacement value against fire, water and theft at his own expense. The supplier hereby assigns to us all claims for compensation under this insurance; we accept the assignment. The supplier is obliged to perform any necessary maintenance and inspection work on our tools, and all maintenance and repair work shall be at his own expense. He must notify us about any faults immediately; if he fails to do so culpably, claims for damages remain unaffected.
- (10.4) The supplier is obliged to treat all illustrations, drawings, calculations and other documents and information as strictly confidential. They may be disclosed to third parties only with our express permission. The obligation of confidentiality shall survive the termination of this contract; it shall expire only when the manufacturing knowledge contained in the illustrations, drawings, calculations and other documents has become generally known.

**§ 11 Place of jurisdiction – Place of fulfilment**

- (11.1) If the supplier is a merchant, our office is the place of jurisdiction; however, we are also entitled to sue the customer at his local court
- (11.2) Unless the order states otherwise, our headquarters is the place of fulfilment.

Received on: .....

Signature: .....

Company stamp: