

GENERAL TERMS AND CONDITIONS OF PURCHASE

valid from 01.01.2022

1 General

1.1 These General Terms and Conditions of Purchase ("GTCP") shall apply to all legal relationships between suppliers and Loewe Technology GmbH, Industriestrasse 11, 96317 Kronach, Germany (hereinafter referred to as "Loewe").

1.2 Loewe's GPC shall apply exclusively. Any terms and conditions of the supplier that conflict with or deviate from these GPC shall not be recognized unless Loewe has expressly agreed to their validity in writing. Loewe's GPC shall also apply if Loewe accepts the delivery/service and/or the offer without reservation in the knowledge of conflicting or deviating conditions of the supplier. These, as well as amendments and supplements, must be in writing.

1.3 These GPC shall also apply to all future transactions with the supplier, even if the validity of these GPC is not expressly agreed again.

1.4 Loewe shall be entitled to amend the content of the GPC at any time. The amended GPC shall be deemed binding if the supplier does not object immediately after receipt of the GPC.

2 Offers and order

2.1 Offers of the supplier shall be made free of charge and shall not constitute any obligation of acceptance for Loewe. The supplier shall expressly point out any deviations from the inquiry.

2.2 Orders, acceptances and delivery schedules must be in writing (e-mail is sufficient). This shall also apply to amendments and supplements which require written confirmation by Loewe (e-mail shall suffice). The above declarations may also be made by remote data transmission or by machine-readable data carriers. Computer / PPS - determined requirements and orders printed therefrom shall be valid with a machine signature.

2.3 If the Supplier does not accept the order within three working days of receipt, Loewe shall be entitled to revoke the order. Delivery schedules shall become binding at the latest if the supplier does not object within three days of receipt.

2.4 Loewe may, within reason, demand changes with regard to the delivery item or the execution. In this case, any additional or reduced costs as well as the delivery dates shall be mutually agreed upon by the parties.

2.5 Loewe shall be entitled to withdraw from the contract if insolvency proceedings or judicial or extrajudicial composition proceedings are filed against the assets of the supplier.

3 Prices, invoices, payment

3.1 Prices shall generally be quoted as net prices. Value added tax shall be stated separately. The prices shall be binding fixed prices and shall apply without subsequent claims and reservations free to the receiving point named by Loewe and shall include packaging costs. Other taxes, customs duties and charges shall be borne exclusively by the supplier (see 4.1).

3.2 Invoices shall only be accepted by Loewe if they contain the purchase order number in addition to all valid legal requirements. Invoices that have not been properly prepared shall be deemed not to have been issued. The supplier shall be responsible for all consequences arising from non-compliance unless it proves that it is not responsible for such consequences.

3.3 Loewe shall only be liable to pay for the commissioned services if the supplier provides Loewe with a corresponding proof of performance of the contractually owed service. In the absence of such proof, Loewe shall not be obligated to pay.

3.4 The receipt of a proper invoice shall be decisive for the beginning of the payment periods if the goods have already been received, otherwise the actual delivery date. If the delivery is received before the agreed delivery date, the agreed delivery date shall be decisive for the beginning of the payment period.

3.5 Unless otherwise agreed in writing, Loewe shall pay the invoice price net within 90 days.

4 Assignment, set-off, right of retention

4.1 The supplier shall not be entitled to assign its claims against Loewe to third parties without Loewe's prior written consent.

4.2 The supplier shall only be entitled to set off claims against Loewe's claims if and to the extent that his claim is undisputed or his counterclaim is legally binding. The same shall apply to the assertion of a right of retention.

5 Shipping, packaging, proof of origin

5.1 Deliveries shall be made for the account and at the risk of the Supplier DDP (in accordance with Incoterms 2020) to the place of receipt designated by Loewe.

5.2 The goods shall be packaged in a customary and appropriate manner or, at Loewe's request, shall be provided with special packaging in accordance with Loewe's instructions.

5.3 Loewe may return the packaging to the supplier. Separately agreed packaging costs shall be credited to Loewe when the packaging is returned.

5.4 The packaging material used by the supplier must be of such a nature and labeled in such a way that it can be disposed of in accordance with the applicable statutory provisions without additional expense.

5.5 Reusable packaging or reusable packaging of the supplier shall be clearly marked by the supplier. Loewe shall not assume any liability for the condition of returned reusable packaging.

5.6 All shipments shall be accompanied by the packing slips and delivery bills indicating Loewe's order number and correspondingly requested order data. Partial or residual deliveries shall be marked as such. Loewe shall, however, have the right to refuse acceptance of partial deliveries unless otherwise expressly agreed in advance.

5.7 If the goods are intended for export, the supplier shall be obligated to submit a written declaration on the customs origin of the delivery items using a form provided by Loewe or by public authorities. This declaration must be forwarded to Loewe with the first delivery at the latest.

Loewe must be notified immediately and without being requested of the origin of newly included delivery items or a change of origin. If necessary, the supplier shall provide evidence of the origin of the goods by means of an information sheet confirmed by his customs office.

6 Delivery Dates and Deadlines, Delay and Force Majeure

6.1 Agreed dates and deadlines are binding. The receipt of the goods by Loewe or the timely provision at the agreed location shall be decisive.

6.2 If it is not possible to meet the delivery date specified by Loewe, the supplier shall notify Loewe immediately as soon as circumstances arise or it becomes apparent to the supplier that the agreed delivery time will not be met, stating the reasons. If a new delivery date is accepted by Loewe in writing, it shall be final. This shall not affect the occurrence of default from the time the delivery date expires and the associated consequences of default.

6.3 If the delivery dates are exceeded, the supplier shall be in default without further reminder (relative fixed date transaction). In this case, Loewe shall be entitled to claim damages for default in the amount of 1% per week or part thereof - up to a maximum of 10% of the order value - as a contractual penalty in addition to all other statutory claims (rescission, damages) regardless of the supplier's fault. The contractual penalty shall be offset against any claim for damages for delay or compensation.

6.4 Loewe reserves the right to reject early deliveries - more than seven calendar days prior to the delivery date - or to charge the supplier with the corresponding storage and handling costs.

6.5 Force majeure, labor disputes, riots, official measures and other unforeseeable, unavoidable and serious events shall release the contractual partners from their performance obligations for the duration of the disruption and the scope of its effect and only to the extent that the supplier notifies Loewe of this in writing immediately after becoming aware of it, stating the reason. The supplier is obligated to provide the necessary information on the existence, nature and expected duration of the disruption without delay and to adjust its obligations to the changed circumstances in good faith. However, delayed deliveries or non-deliveries by the supplier's upstream supplier/suppliers shall not be deemed to be force majeure. If the event of force majeure lasts longer than 1 month, Loewe shall be entitled to terminate the contract and or the order extraordinarily. Claims for damages by the supplier against Loewe due to extraordinary termination due to force majeure are expressly excluded.

7 Acceptance and notification of defects

7.1 Loewe's obligation to inspect upon receipt of the goods is limited to an inspection of the quantity and identity of the product as well as an inspection for externally visible (transport) damage. Loewe shall notify the supplier in writing of any defects discovered during this inspection without delay, but no later than 7 working days after delivery. Otherwise, the goods will be processed without inspection. Quality characteristics as well as target values for delivery quality (ppm) and reliability (fit) are specified by Loewe when the order is placed and must be ensured by the supplier. If (hidden) defects are discovered in the normal course of business, Loewe must notify the supplier in writing. The notification shall be deemed timely if it is received by the supplier within 2 (two) weeks of its discovery. For the purposes of this paragraph, a notice of defect shall also be deemed to have been given in due time if it is given after the delivered goods have been put into use or processed, even after a notice of defect has been given by the purchaser of a finished product. In all other

respects, Loewe reserves the right to inspect the goods in detail until the expiry of the warranty and/or guarantee period. In this respect, the supplier waives the objection of delayed notification of defects pursuant to § 377 HGB.

7.2 The supplier shall be liable to Loewe for all direct and indirect damages in accordance with the statutory provisions. If the supplier is responsible for a (product) damage or is liable regardless of fault in accordance with the statutory provisions, he shall be obligated to indemnify Loewe against all claims for damages and costs of third parties in this respect upon initial request.

8 Warranty and liability

8.1 To the extent permitted by law, the warranty period shall be at least 24 months beginning with the transfer of risk or, in the case of agreed final acceptance, after successful final acceptance. In the event of delivery of replacement parts, the limitation period shall begin anew.

8.2 Loewe's right to subsequent performance shall extend, at Loewe's option, to subsequent delivery of a defect-free delivery/service or to rectification of the defective delivery and/or service. In both cases, the supplier shall bear all costs incurred by him, Loewe and/or third parties, such as transport, travel, labor and material costs or costs for sorting work or for an incoming goods inspection exceeding the usual scope. The same shall apply to any dismantling and installation costs incurred. In the event of subsequent delivery, the Supplier shall take back the defective products at its own expense. In cases of particular urgency or during the delay, Loewe is entitled to replace the defective parts itself or to have them repaired by a third party at the supplier's expense without affecting Loewe's other legal positions. All warranty claims shall also apply in the event that defects only become apparent when the delivered goods are processed or put into use. All other statutory rights, in particular rescission and damages, shall remain unaffected.

8.3 The supplier shall constantly check the quality of the delivery items. If the type or scope as well as the testing equipment and methods have not been agreed between the supplier and Loewe, Loewe shall be prepared, at the supplier's request, to discuss the tests with the supplier within the scope of its knowledge, experience and possibilities and to determine the respective required state of testing technology. The supplier shall provide any required test certificates and attestations without being requested to do so.

8.4 If the same goods are repeatedly delivered defectively, Loewe shall be entitled to withdraw from the contract after a written warning in the event of renewed defective delivery, also for the unfulfilled scope of delivery.

8.5 The supplier shall be liable for the delivered goods within the scope of the Product Liability Act and shall take out adequate insurance.

9 Termination

9.1 Loewe shall be free to terminate a contract at any time. In such a case, Loewe shall reimburse the supplier for costs incurred for services/products that are already finished or semi-finished on a pro rata basis at the supplier's purchase price or manufacturing cost price. There shall be no further claims, in particular with regard to lost profit/fees. Services and products already produced shall be returned to Loewe upon request.

9.2 If the supplier suspends payments, if a preliminary insolvency administrator is appointed or if insolvency proceedings are applied for or opened against the supplier's assets, the purchaser shall be entitled to terminate the contract in whole or in part without notice.

10 Tools, Models and Provision

10.1 If the order includes the production or acceptance of third-party tools, models and the like at Loewe's expense, it shall be deemed agreed that these tools or models are or become the property of Loewe after the order. The tools and models shall only be made available to the supplier on a loan basis. They shall be spatially separated accordingly and marked as the property of Loewe.

10.2 No parts may be manufactured for third parties on Loewe's tools without express written consent.

10.3 If Loewe makes material or parts available to the supplier (provisions), these shall remain the property of Loewe. Any processing, mixing or combination by the supplier shall be carried out for Loewe as manufacturer within the meaning of § 950 BGB. If, in the event of processing, mixing or combining with objects of third parties, the latter's right of ownership remains, Loewe shall acquire ownership of the new object in the ratio of the value of the provided object (purchase price plus VAT) to the value of the total product at the time of processing, mixing or combining. If the processing, mixing or combining is done in such a way that the supplier's items are to be regarded as the main item, it is agreed that the supplier shall transfer co-ownership to Loewe on a pro rata basis; the supplier shall store and keep Loewe's sole property or Loewe's co-ownership in Loewe's name. The supplier shall carry out an inventory at least once a year at his own expense; any discrepancies ascertained in the process shall be borne by him. He shall keep an inventory of the corresponding goods/tools according to article number, article condition and processing status. The supplier shall support Loewe in taking inventories of such products and enable accessibility and return at any time.

10.4 Production and testing equipment provided by Loewe (provisions) or paid for by Loewe (directly or through amortization), including accessories and documents, shall become or remain the property of Loewe and shall be marked as such or, if applicable, as the property of the Loewe customer. These are provided to the supplier on loan and can be demanded back at any time if they are no longer required by the supplier to fulfill the contracts concluded with Loewe. The supplier shall also be obligated to surrender them in the event of an insolvency petition filed against it or in the event of a longer-term interruption of the supply.

10.5 The above-mentioned items may be used exclusively for the manufacture of products for Loewe and must be kept in good condition at the supplier's expense. The supplier may not relocate the items without Loewe's prior express written consent. Furthermore, the items may not be sold, assigned as security, pledged, encumbered with rights in rem or other rights or disposed of by the supplier without Loewe's prior express written consent.

10.6 The supplier shall bear the risk as long as the above-mentioned items (provisions, tools, models) are in his custody and shall insure them appropriately at replacement value. The supplier hereby assigns to Loewe all claims for compensation arising from this insurance. Loewe accepts the assignment. The supplier shall not have a right of retention, regardless of the reason, to the above-mentioned items unless these have been legally established.

11 Confidentiality, References

11.1 The supplier is prohibited from disclosing to third parties information regarding Loewe's trade or business secrets and other circumstances in which Loewe has confidentiality interests. The supplier is obligated to maintain strict secrecy with respect to all information received that is not in the public domain, such as technical and commercial details, findings, illustrations, prices, drawings, models and other documents. He may only make information accessible to third parties with the express written consent of Loewe and may not use it for purposes other than those intended by Loewe. This shall apply accordingly to reproductions. Subcontractors shall be obligated to maintain secrecy accordingly. The obligation to maintain secrecy shall continue for a further 5 years after termination of the cooperation or business relationship.

11.2 The use of the order and/or the goods produced or services rendered for Loewe under this order for advertising purposes with mention of Loewe shall only be permitted with the written consent of Loewe. Furthermore, Loewe prohibits the use of Loewe's trademarks, brands, logos and/or other intellectual property rights for advertising and marketing purposes.

12 Data protection

12.1 The supplier undertakes to always collect, process, use, store and transmit personal data in compliance with all applicable and valid data protection laws.

12.2 The collection, processing, use, storage and transmission of personal data shall only be permitted to the extent that this is proportionate and absolutely necessary for the performance of the commissioned legal transaction.

12.3 The data necessary for order processing, creditworthiness and invoice verification may be electronically stored, collected and forwarded to third parties by Loewe within the scope of the purpose of the contract.

13 Provision of materials free of charge

Materials provided shall be made available to the supplier on a loan basis and shall remain the property of Loewe. The supplier waives acquisition of ownership. In the event of processing, Loewe shall become the owner of the newly manufactured products. The supplier shall separate provided materials from other goods and mark them as the property of Loewe. They shall be adequately insured against all usual risks, in particular but not exclusively against fire, water and theft at the supplier's expense to an appropriate extent and amount and may only be used as intended.

14 Industrial property rights

14.1 All copyrights as well as industrial property rights to written and/or graphic work results commissioned and to be paid for by Loewe, also in electronically stored form, shall pass to Loewe upon payment (e.g. drawings, videos). The supplier waives any intellectual property rights that may exist in this context.

14.2 The supplier also guarantees that no third-party rights are infringed in connection with his delivery. If a claim is nevertheless asserted against Loewe by a third party due to infringement of intellectual property rights, the supplier shall be obligated to indemnify Loewe against such claims. The supplier's obligation to indemnify shall also apply to all expenses necessarily incurred by Loewe in connection with the claim by the third party.

14.3 The supplier shall be liable for all claims arising from the infringement of industrial property rights and applications for industrial property rights (industrial property rights) and copyrights when using the delivery items.

14.4 Insofar as the supplier does not have his regular place of business in Germany, he shall indemnify Loewe against all claims from product liability aspects asserted by third parties against Loewe.

14.5 The supplier shall not be entitled to use or pass on to third parties work results obtained on the basis of modifications proposed by Loewe or developed jointly with Loewe without Loewe's prior written consent.

14.6 Illustrations, drawings and other documents or objects provided by Loewe shall remain the property of Loewe; they may not be made accessible to third parties without the express written consent of Loewe. After completion of the order or contract, they shall be returned without request or destroyed. These documents must be kept secret from third parties.

15 Applicable laws and regulations

15.1 For all deliveries/services, the supplier undertakes to comply with the recognized and correspondingly state-of-the-art rules of technology as well as the applicable regulations and guidelines of authorities, professional associations and trade associations and to provide the deliveries accordingly. The supplier undertakes to comply with the applicable legal and official requirements of the exporting country, the importing country and any countries of destination named by Loewe. The supplier must be informed of any countries of destination. If deviations from these regulations are required in individual cases, the supplier must obtain Loewe's written consent to this. The supplier's warranty obligation shall not be affected by this consent. The supplier shall immediately notify Loewe in writing of any reservations about the type of execution requested by Loewe.

15.2 The supplier shall ensure compliance with applicable statutory regulations with regard to the products and their manufacture, in particular regulations for chemicals/materials or other environmental regulations in Germany, the EU and other relevant countries, including the EU Chemicals Regulation REACH (EC 1907/2006) and EU Directive "General Product Safety" RoHS (Directive 2001/95/EC).

15.3 In the event of violations, the supplier shall indemnify Loewe against all claims under public and private law arising from violations of these regulations upon first demand.

16 Applicable law and place of jurisdiction

16.1 The relationship between Loewe and the supplier shall be governed exclusively by the laws of the Federal Republic of Germany to the exclusion of international private law and the UN Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction for all disputes with suppliers in other EU countries shall be Coburg. However, Loewe shall also be entitled to sue the supplier at any other competent court.

16.2 For all Suppliers located in a third country outside the EU, all disputes shall be finally settled by arbitration in accordance with the Rules of Arbitration of the Chamber of Industry and Commerce of Frankfurt a. Main, Germany, excluding recourse to the ordinary courts of law, which Rules of Arbitration shall be in force on the day on which the claim for arbitration is filed in accordance with these Rules of Arbitration. The number of arbitrators shall be three, the plaintiff or group of plaintiffs on the one hand and the defendant or group of defendants on the other hand each appointing one arbitrator and the two arbitrators so appointed appointing the third arbitrator who shall chair the arbitral

Stand: 01.01.2022

tribunal. The seat of the arbitral tribunal shall be Frankfurt a. Main, Germany. The proceedings shall be conducted in the English language and any award shall be made in the English language.

16.3 Unless otherwise agreed in writing, Loewe's place of business shall be the place of performance.

17 Final Provisions

17.1 The place of performance for deliveries and services shall be the place of performance or the shipping address specified in the order; Kronach shall be the exclusive place of performance for payments.

17.2 Should individual clauses of these Terms and Conditions of Purchase be or become invalid in whole or in part, this shall not affect the validity of the remaining clauses or of any contract concluded. In such a case, the parties undertake to reach an agreement which comes as close as possible to the economic purpose and content.