

# General Terms and Conditions of Purchase

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VOIT





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## General Terms and Conditions of Purchase

dof VOIT Automotive GmbH (hereinafter referred to as: VOIT)

for exclusive use with entrepreneurs who, on conclusion of the contract, are acting in their commercial or independent professional activity (hereinafter referred to: the Vendor)

### 1. Scope of Applicability

The legal relationship resulting from the contract between Voit and the Vendor, of which the subject is the procurement of goods and/or services from the Vendor by Voit (hereinafter referred to as: Procurement of goods, services and/or performance of work, individually or also jointly referred to as: subject of the contract) shall be based on these General Terms and Conditions of Purchase of Voit. Any inclusion of the General Terms and Conditions of Business of the Vendor is therefore not applicable.

### 2. Offers and Cost Estimates of the Vendor

2.1 Offers and cost estimates of the Vendor shall be free of charge and shall not constitute any obligation on behalf of Voit until they have been accepted by Voit.

2.2 If the Vendor should deviate within the scope of his offer from an inquiry previously made by Voit, he must explicitly inform Voit of this.

### 3. Invoicing and Payment

3.1 Payment shall be made within 30 days of delivery and receipt of the invoice with the deduction of a 2% discount or within 60 days after delivery and receipt of the invoice as a net amount.

3.2 On acceptance of an early delivery, the agreed date shall apply as the date of delivery.

### 4. Delivery Date, Partial Delivery/Partial Performance, Generalized Contractual Penalty

4.1 The agreed delivery date is binding. If an acceptance is legally required, the point in time of acceptance applies. Early deliveries and performance or partial deliveries and partial performance are subject to previous agreement by Voit.

4.2 As soon as the Vendor recognizes that he cannot or cannot punctually fulfill his contractual obligations, either in part or in full, he must inform Voit of this immediately in writing, stating reasons and the expected period of the delay. Acceptance without reservation of a delayed delivery or partial delivery or performance or partial performance shall not represent a renunciation of behalf of Voit of any rights regarding delayed delivery.

4.3 Voit shall have the right to claim a contractual penalty of 0.2% of the amount of the order per working day for any missed deadline. The total amount of the contractual penalty is limited to 5% of the total amount of the order. The Vendor has the right to provide evidence that no damages or only minimum damages have been incurred as a result of nonadherence to the deadline. Voit reserves the right to make further legal claims as a result of the delay, in particular, with regard to a higher economic loss.

### 5. Terms of Delivery, Transfer of Risk

5.1 Delivery shall be carried out according to the stipulations in the commerce clause laid down in the individual contract and this shall be interpreted according to the version of Incoterms valid at the point in time of the conclusion of the contract in each case.

5.2 If the individual contract does not contain a commerce clause, delivery shall be carried out DDP according to Incoterms 2010.

### 6. Quality

#### 6.1 Quality Management System

It is a requirement for a supply relationship with our company that an effective quality management system is in place which fulfills the minimum requirements of certification in accordance with ISO 9001. The applicable certificates shall serve as proof of this. If certification according to ISO/TS 16949 is necessary, this is required in the medium term. Voit is to be informed at least three months before the date of expiry in cases where certification expires and no re-certification is planned. New certificates are to be sent to the Voit plants supplied without any request being made in this regard. The de-recognition of any certificate is to be announced immediately. Certification must be carried out by accredited certification bodies.

The Quality Management System is intended to help achieve the mutual aim of „zero defects“. Within the context of quality planning, the most important task for the supplier is to develop a strategy for zero defects and to carry out all of the required measures to achieve the quality objective of “zero defects”.

The supplier is also committed to adhere to the relevant statutory regulations in dealings with employees, environmental protection and work safety and to work on reducing any negative effects for people or for the environment which his activities may cause. For this purpose, the supplier shall set up and further develop a management system according to ISO 14001. Furthermore, the supplier shall take the principles of the Global Compact Initiative of the UN into account. These are essentially concerned with the protection of international human rights, the right to wage negotiations, the abolishment of compulsory labour and child labour, elimination of discrimination in hiring and employment, responsibility for the environment and prevention of corruption. Additional information on the Global Compact Initiative of the UN can be found at [www.unglobalcompact.org](http://www.unglobalcompact.org) (<http://www.unglobalcompact.org>).

## 7. Inspections during Execution of the Order

7.1 Voit has the right to inspect the execution of the order by the Vendor. For this purpose, Voit has the right to enter the Vendor's plant during normal working hours and after giving advance notification of the visit. The Vendor can refuse entry if he has a special interest in doing so. The Vendor and Voit shall each bear the costs which they themselves have incurred as a result of the inspection.

7.2 Inspections and the presentation of documented evidence shall not affect the warranty rights of Voit.

## 8. Employment of Sub-suppliers

The employment of third parties (in particular sub-suppliers or sub-contractors) or the exchange of these is subject to previous written agreement by Voit. Voit is obliged to issue this agreement if there are no significant grounds against employment of third parties as mentioned above. Significant grounds are such grounds which justify concerns that the third party will not fulfill the tasks assigned to him as in duty bound, i.e. without defects and on time.

## 9. Shipping, Packaging

9.1 Delivery shall be accompanied by two copies of the delivery note, packing slips, inspection certificates according to the agreed specifications and other required documents (such as, for example, inspection certificates according to the agreed specifications). In all shipping documents and also on the outer packaging, the following information is to be stated in full – in so far as it is known – order number, gross and net weight, quantity of packages and type of packaging (disposable/returnable), date of manufacture and destination (unloading point) as well as the recipient of the goods and, for projects, the job number and the place of deployment.

9.2 For deliveries from third party countries (imports), the shipping documents should contain a note as to whether duty has been paid on the goods or not. In the case of goods where duty is unpaid, the Vendor shall furnish Voit with the following customs clearance documents:

- Transit Accompanying Document T1
- Freight Documents, Customs Invoice
- Preference Certificate such as Form A, EUR 1, ATR
- Certificate/Document of Origin

The Vendor must pack, identify and ship dangerous goods according to applicable national and international regulations.

9.3 Irrespective of whether the packaging is transport packaging, sales packaging or outer packaging, the Vendor declares that he is willing to take this packaging back, free of charge, after use.

## 10. Condition of the Delivery and Performance, Notification of Defects, Rights in Case of Defects

10.1 The Vendor is obliged to carry out fulfillment without defects. Should any characteristics of the goods, services or performance of work be guaranteed, the Vendor is responsible for the presence of these characteristics. If the subject of the delivery and performance

of the Vendor is machines, appliances or systems which are subject to obligatory CE identification, the Vendor must make sure that the subject of the contract fulfills these requirements at the time of transfer of risk.

10.2 If the subject of the contract is defective and if § 377 of the German Commercial Code (HGB) applies to the subject of the contract supplied, Voit must inform the Vendor of the defects within 14 days after the goods have been delivered to their destination. In the case of defects which are not obvious, the time limit for objecting is 14 days after the defect has been recognized.

10.3 Any claims with regard to defects are subject to a time limitation of 30 months from the time of transfer of risk unless a longer legal time limit applies.

## 11. Infringement of Industrial Property Rights

The Vendor is responsible for making sure that the delivery or performance and their use as specified in the contract, does not infringe any patent rights, copyrights or other property rights of third parties. Without prejudice to any legal rights, the Vendor shall release Voit from any claims brought against Voit by third parties due to an infringement of property rights. Licence fees, expenses and costs which are incurred by the Principal in order to avoid and/or eliminate infringements of property laws shall be borne by the Vendor.

## 12. Transfer of Purchase Orders, Offsetting, Retention

12.1 The Vendor is only permitted to transfer the rights and obligations arising from the contract with Voit to third parties after he has obtained written permission from Voit in advance.

12.2 The Vendor shall inform Voit immediately in writing of any transfer of contract enforced by law and of any change in his company.

12.3 Voit is entitled to offset and to exercise a right of retention even if the claim which Voit has asserted is under dispute or has not yet been ascertained in a legally binding manner.

## 13. Cancellation, Withdrawal

13.1 The contract can be cancelled for cause without notice if the other party in each case has filed a petition for insolvency proceedings for his assets or if the contract partner is in a state of inability to pay or over-indebtedness in accordance with §§ 17 – 19 of the German Insolvency Cod

13.2 In the case of cancellation, the Vendor and Voit must immediately return all documents, papers, plans and drawings which they received from the other contract partner in each case within the context of the contract and/or for the purpose of execution or for the purpose of conclusion of the contract. This provision applies accordingly in the case of withdrawal from the contract.



## ■ 14. Vendor's Liability

Exemption from liability or limitation of liability on behalf of the supplier shall only apply if this has been explicitly agreed between the parties.

## ■ 15. Rights to Manufacturing Equipment

15.1 In so far as Voit provides the Vendor with models, patterns, tools, gauges, drawings and similar items (referred to hereinafter as "manufacturing equipment"), Voit shall retain ownership of this in the absence of a separate agreement. If the Vendor has such manufacturing equipment manufactured according to specifications from Voit, this manufacturing equipment shall pass into the ownership of Voit as soon as it has been created. Any processing or reforming of the manufacturing equipment by the contractor shall not bring about any change in the circumstances regarding ownership, they are carried out for Voit. If any manufacturing equipment which is owned by Voit is assimilated into other manufacturing equipment which is not owned by Voit, Voit shall become a co-owner of the new item. The degree of co-ownership of Voit of the new item shall correspond to the proportion of the value of the assimilated manufacturing equipment of Voit to the other assimilated items at the time when they were assimilated. The Vendor is not permitted to carry out any assimilation without first having obtained agreement from Voit.

15.2 The Vendor is committed to employ the manufacturing equipment solely for manufacturing the goods ordered by Voit. The manufacturing equipment and the items manufactured using manufacturing equipment provided by Voit must not be made available to third parties except where a different agreement has been made and, unless Voit has previously requested that they be handed back, must be handed back to Voit at the end of the cooperation, at the latest, without any special request from Voit to do so, unless Voit has previously agreed to the manufacturing equipment being used otherwise.

15.3 The Vendor is obliged to insure, at Voit's expense, the manufacturing equipment which belongs to Voit with value as new against damage due to fire, water, vandalism and theft. He is obliged to inform Voit of any required maintenance and inspection work and not to carry it out until assigned to do so by Voit. He must report any faults immediately; if he should culpably fail to do so, Voit shall be entitled to claim for statutory compensation for damages. *chen Schadenersatzansprüche geltend zu machen.*

## ■ 16. Rights of the Parties to Cost Estimates, Drawings and other Documents related to the Subject of the Contract

16.1 Voit shall reserve its property rights and copyrights with regard to unlimited utilisation rights for any drawings and other documents. Access to any cost estimates, drawings and other documents which refer to the subject of the contract may only be granted to third parties if Voit has previously given permission to do so in writing and these are to be handed back to Voit immediately on request. The Vendor shall reserve his property rights, copyrights and rights of utilisation to his documents, without limitation, even after these have been handed over to Voit. However, Voit is permitted to give such third parties access to these documents who Voit has permissibly involved in the fulfillment of the agreement with the Vendor.

16.2 Any information which Voit's customer has received regarding the subject of the contract are to be treated confidentially, subject to legal, judicial or official disclosure requirements, and may only be made known to third parties if Voit has previously granted permission to do so. This does not apply to such persons as are permissibly entrusted with the fulfillment of the order by the Vendor. However, the Vendor is committed to obliging these persons to maintain secrecy before putting documents or other information from Voit at their disposal. This obligation to maintain confidentiality shall not apply to information which is already in the legitimate possession of the Vendor when Voit divulges it to him nor to information which is apparent or which have legitimately come into the Vendor's possession through third parties. The onus shall be on the Vendor to prove that such an exceptional case exists. The Vendor is obliged to protect the information, documents and other data carriers put at his disposal against unauthorized access to inform Voit if he becomes aware that any loss and/or unauthorized access to confidential information has occurred.

16.3 Voit shall have unlimited and freely transferrable rights of utilisation and exploitation to all data and data carriers, in particular to drawings and calculations concerning the subject of the contract and which Voit has received from the Vendor.

## ■ 17. Place of Fulfilment

The place of fulfillment is the domicile of VOIT Automotive.

## ■ 18. Place of Jurisdiction

In the case of legal disputes, the District Court of St Ingbert and the Regional Court of Saarbrücken shall be locally, exclusively responsible within the scope of their competence.

## ■ 19. Applicable Law

The contractual relationship is subject to substantive law in the Federal Republic of Germany.