

## **1.1. General Provisions**

The following General Terms and Conditions of Purchase apply exclusively to all Orders placed by the ICS Business Group, consisting of ICS for automotive GmbH, ICS tooling GmbH including its subsidiary ICS-tooling solutions Hungary Kft. We only accept General Terms and Conditions of Business of the Supplier that are contrary to or deviate from our Conditions of Purchase insofar as we have agreed to them expressly. The acceptance of Deliveries and Services or their Payment shall not be deemed as Approval.

These General Terms and Conditions of Purchase shall also apply to future Orders and Contracts, even if no particular Indication is made of this in Individual Cases.

## **2. Purchase Orders**

**2.1** Orders, Delivery Call-Offs and their Amendments and Supplements must be in writing to be binding.

**2.2** Verbal or telephone Agreements of any kind shall only become legally binding upon being confirmed subsequently in Writing, including our Order Number.

The Supplier is required to point out obvious Errors (e.g. spelling and calculation Errors) and Incompleteness of the Order including the Order Documents to us for the Purpose of Correction or Completion before Acceptance; otherwise the Contract shall be deemed not to have been concluded.

**2.3** Each Order as well as any written Supplements shall be confirmed without delay. If no Confirmation or Statement is received within eight Weekdays after Receipt of the Document, our Order shall be deemed accepted.

**2.4** Deviations from the Order, in particular by sending different Terms and Conditions of Sale, must be expressly specified in the Order Confirmation and require our written Acknowledgement in order to be valid for both Parties.

**2.5** Any Queries should be addressed directly to our Staff at our Headquarters in Baidt. We request that the complete Order Number be included in all Documents. The Supplier is not entitled to pass on the Order or essential Parts of the Order to Third Parties without prior written Consent. If the Delivery or Service is made by a Sub-Supplier, this Sub-Supplier must also strictly adhere to Conditions of purchase. Visits by our Suppliers and their Representatives to our Purchasing Department at our Company Headquarters can only be accepted by Appointment.

### **3. Delivery and Service**

**3.1** The Delivery or Service must comply with our Requirements in Terms of Type and Scope. A random Sampling of the Goods according to DIN ISO 2859/1 (Simple sampling plan for normal Inspection) Inspection level S-1, acceptance number  $C=0$ , rejection number  $(d) = 1$ , will take place with Acceptance of the Goods. Should the Goods fail to conform according to the above-mentioned Sampling, we shall be entitled to return the complete delivery.

**3.2** Agreed Delivery Dates and Deadlines are legally binding. Compliance with agreed Dates and Deadlines shall be determined by Receipt of Delivery or Service at the agreed Destination.

**3.3** Should a timely Delivery or Service of the Order or Parts thereof not be possible, we shall be notified immediately in writing, stating the Reason and the estimated Duration of the Delay.

**3.4** Should the binding Deadlines not be met; the statutory Regulations shall apply. Should the Service or Delivery of the Goods not be timely or complete, we shall be entitled, after setting an appropriate grace Period, to withdraw from the Contract. If the Contract is a Business on fixed Terms, we are neither bound to a grace Period nor a Withdrawal declaration.

**3.5** The unconditional Acceptance of the delayed Delivery or Service shall not contain a Waiver of Claims for Compensation.

**3.6** Partial Deliveries are generally impermissible, unless we explicitly approved them.

**3.7** The Delivery or Service on an earlier Date is only permitted with our explicit Consent. In this Case, the Payment Term only starts with the originally agreed Date.

### **4. Packaging and Shipping**

**4.1** The Goods shall be packed customary, suitable and properly. If Packaging is at the Cost of the Buyer, Supplier only shall invoice the Net Costs. ICS Business Group reserve itself the Right in all cases, to provide Encasements (Crates, Boxes, Barrels etc.) free to Delivery Address (CIP or DDP if necessary, according Incoterms 2020). To rented Packaging, the agreed Terms shall apply. The return Consignment of the Packaging shall be on Risk of the Supplier.

**4.2** Supplier shall adhere exactly to the defined Shipping Instructions. In case the Goods will be obtained from abroad, the Supplier will be provided with special Instructions. The Supplier shall be liable for Damages resulting from non-compliance.

**4.3** Without Exception Mailing, i. e. Parcels and Packages, shall be send postage-free to ICS for automotive GmbH, Am Föhrenried 16/18, 88255 Baidt, Germany. A dispatch note – in Copy – shall be send to the recipient plant before Dispatch of the Goods, in all Cases. All Shipping Documents have to contain our Order Number. If the Supplier executes the Shipping without our explicit Instruction or against it, he will be liable for any Disadvantages resulting thereof. The supplier shall indemnify us regarding this.

**4.4** Collection of Goods: Handing over Goods on account of us shall only be possible with permitted an Authorization of the Collector. Goods exceeding a value of € 1.000 require the Approval by Telephone of the responsible Employee of the Purchasing Department. Collect-on-delivery will only be accepted, if this is agreed upon the Order Process explicitly. Business Hours shall be taken from our Purchase Specifications. At Non-compliance of the Business Hours, handling shall be denied, even from complete Loads.

## **5. Force Majeure, Warranty, Recourse**

**5.1** Force Majeure, Riots, Strike, Operational Interruptions, Official Measures and other unforeseen, unavoidable and serious Events, shall exempt us from the Obligation of Complying in good time. This Exemption is valid for the Duration of such events as well as a two Weeks Period thereafter.

**5.2** The Transfer of Risk shall only be passed to us, after the Service of Goods are accepted by us or a Representative authorised by us, at the Destination the Goods should be delivered according to the Order.

This also shall apply for Deliveries on a carriage forward basis.

Should the bought Goods be a Machine, which will be installed by the Supplier at the Place of Performance, the Transfer of Risk shall only be passed to us, after the Machine is delivered conventionaly and a Trial Run proves a proper Function for both Parties by mutual Agreement. The Acceptance of the Goods as well as the Verification of the Quantity, Condition, Quality and Function of the Goods will take place at our Plant in Baienfurt, unless agreed otherwise in writing.

**5.3** Acceptance of the goods, is subject of verifying the faultless Delivery. Deficiencies regarding Accuracy, Completeness, Quantity and Quality shall be reported by us within fourteen Days after Acceptance of the Goods at the destination. Other deficiencies, inter alia the Absence of warranted Characteristics, which will only show with a Use for intended Purpose, shall be reported by us within a reasonable Period of Time. Supplier waives the objection of a delayed Notification of Defects.

**5.4** Supplier is guaranteeing the impeccable Quality, professional up-to-date Performance and the proper and reliable Operation of the Delivery. If not stated otherwise below, legal Defects and Defects of Quality are subject of legal Regulations.

Defects are to be improved within the Scope of the Warranty Obligation. The Supplier has to reimburse us for the Damages and Costs incurred due to the Deficiency of the delivered Goods.

**5.5** Upon request, the Supplier has to eliminate the Defects immediately, otherwise we shall be entitled to eliminate them at the Cost of the Supplier by Ourselves or by Third Parties.

**5.6** The supplier shall be obligated, in particular of Legal Defects, to indemnify us from any Claims by Third Parties.

**5.7** If we, as the Importer or Manufacturer of the End Product, are liable according to Product Liability Regulations and the Damage is due to Defects in the Product delivered by the Supplier, the Supplier must pay us full Compensation and Recourse, regardless of Fault, including Legal Costs. Supplier waives the Objection that he is not the Manufacturer of the Product supplied to us and that he is free of Liability as a Dealer.

**5.8** In Case of Product Defects discovered after Delivery, the Supplier is obliged to notify us immediately. If the Product delivered to us proves to be defective on the basis of new Knowledge, in particular in Connection with our Design, the Supplier is obliged to take back our remaining Stock at the Purchase Value at the Time.

**5.9** The supplier must contract and maintain adequate Product Liability Insurance (approx. € 5 million) for Personal Injury / Property Damage.

## **6. Invoicing and Payment**

**6.1** Invoices are to be sent by post to our postal address Baidt or by email to:  
[invoice@ics-automotive.com](mailto:invoice@ics-automotive.com).

**6.2** Payment is made after the Goods have been properly accepted and the Invoice has been checked, unless otherwise agreed, after 30 Days without Deduction, at our Discretion, in Cash, by Bank Transfer or by Check. The agreed Payment Periods shall begin to run on the Day the Invoice is received, but not before Receipt of the Goods. For Deliveries or Services that take place earlier than agreed, the Regulation under point 3.7 applies.

**6.3** Different Terms of Payment stated in the Invoice shall only be binding for us, if they have been accepted explicitly by us in Writing.

**6.4** The Time of Payment has no Influence on the right to assert Defects and the Supplier's Warranty Obligations.

**6.5** The Assignment of Accounts receivable is only permitted with our explicit Consent. The Assignment must always contain our Order Number and the Supplier's Invoice Number.

**6.6** Upon Settlement of the Invoice, we reserve the Right to offset Counterclaims.

## **7. Confidentiality, Disclosure of Documents, Advertising**

**7.1** To the extent the Supplier obtains Information regarding our Company within the Regulations of this contract, in particular all Commercial and Technical Information, whether verbal or embodied in documents, he is obliged to treat these as Business Secrets and accordingly confidential. Information must be stored and secured in such a way that misuse and unauthorized Access are excluded.

Operational Bodies, Employees and Vicarious Agents of the Supplier are to be obliged accordingly. The Obligation of Confidentiality does not exist or ends, if and to the Extent that the Supplier proves that the Information in Question is generally known through no Fault of its own; has been lawfully obtained from a Third Party; has to be presented in the Context of legal Proceedings or was already generally known at the Time it was obtained.

**7.2** Drawings, Specifications, Models, Samples and similar Items may not be provided to unauthorized Third Parties or made accessible in any other Way. The Use and possible Duplication of such Items are only permitted for the respective Purposes of the Contracts between the Supplier and us.

**7.3** The Use of Orders for advertising Purposes is strictly prohibited. Reference to the Business Relationship with us may only be made, if we have given our prior written Consent.

## **8. Other Property Rights**

**8.1** Supplier guarantees that the Delivery and Use of the delivered Goods does not infringe on any Patent, Trademark or other Property Rights of Third Parties. Supplier is obliged to hold us and our Customers harmless with regard to all Claims and to bear all Costs arising in this context.

**8.2** Supplier is further obliged to ensure that all Machines supplied by him are provided with the legally required Protective Devices. Claims which are based on the fact that the required Protective Devices were not or inadequately installed on the machines supplied by Supplier, he must pay Damages and Recourse for Claims that are made against us due to Violation of that existing Protective Regulations.

## **9. Compliance**

**9.1** Within the business relationship with us, the Supplier is obliged to comply with the Requirements of the Supplier Code of Conduct by ICS and to observe the Principles of the UN Global Compact Initiative. Upon our Request, the Supplier must provide Evidence of Compliance. In case of Violation to this Items, the Supplier releases us from Third-Party Claims and is obliged to reimburse any Fines that are imposed on us in this Context.

**9.2** If an infringement of these obligations is suspected, the supplier must immediately clarify possible violations and inform us of the clarification measurements taken and, in justified cases, disclose the affected supply chain. In these justified cases, the supplier must inform us within a reasonable period about the company's internal measurements to prevent future violations. If the supplier does not meet these obligations within a reasonable period, we reserve the right to withdraw from contracts or to terminate them with immediate effect.

**9.3** In the event of serious Infringements of the Law by the Supplier, we reserve the right to withdraw from existing Contracts or to terminate them without Notice.

## **10. Data Protection**

**10.1** Since it cannot be excluded that Employees of the Supplier get into Contact with personal Data or while the Processing of such Data, Supplier confirms that all Employees who are busy in the Execution of this Contract have been instructed about Data Protection, the Criminal Law Provisions for Data Processing and committed to Data Secrecy

**10.2** Supplier acknowledges that we store Data from the Contractual Relationship for the Purpose of Data Processing and reserve the Right to transfer the Data to Third Parties (e. g. Banks, Insurance Companies) to the extend necessary for the Fulfilment of the Contract. We process Personal Data in accordance with the BDSG or the GDPR insofar as this is necessary to fulfil the Contracts concluded with us or to perform Contractual Measurements or according to another case Regulates in Art. 6 Par. 1 (DSGVO).

**10.3** Supplier who enters into Business Contact with us, shall give us his Consent to the Processing of his data.

## **11. Place of Fulfilment and Jurisdiction, Applicable Law**

**11.1** Place of Fulfilment for Delivery and Service is Place of Receipt specified by us. Place of Payment is our Headquarters (Baindt).

**11.2** Place of Jurisdiction is Location of the Court generally responsible for us (88212 Ravensburg).

**11.3** In Addition to these General Terms and Conditions of Purchase and other Contractual Agreements, only the substantive Law of the Federal Republic of Germany applies.

## **12. Right to Inspection and Control**

We reserve the right to visit the Supplier's Production Facilities at any time during normal Business Hours, even unannounced. This can also be performed by Institutions and Persons authorized by our Quality Management Department.

## **13. Collateral Agreements**

Oral Agreements have not been stipulated. The Parties agree that Changes or Additions to these Terms and Conditions are only valid in writing.

## **14. Severability Clause**

Should a Regulation of these Conditions, or of any further Agreements, become ineffective, this shall not affect the Validity and Effectiveness of the remaining Conditions. The contracting Parties are obliged to replace the invalid Regulations with one that corresponds to its economic Purpose. The same applies in the event of a Gap.