

# General Terms and Conditions of Purchase of AVL SCHRICK Performance Components GmbH Valid as of 01 January 2023



These General Terms and Conditions of Purchase shall only apply to entrepreneurs, legal entities under public law or special funds under public law, not to consumers.

Unless expressly agreed otherwise in writing, the following terms and conditions shall apply to the contractual relationship. With the execution of the order (first delivery), the General Terms and Conditions of Purchase shall be agreed in accordance with the relevant requirements and included in the delivery contract.

The supplier shall recognise the currently valid version of the General Terms and Conditions of Purchase as legally binding also for all further delivery relationships. Deviating or supplementary terms and conditions of the supplier, e.g. in their General Terms and Conditions, shall only apply if these are expressly recognised in writing by AVL SCHRICK Performance Components GmbH.

## 1. Order

- 1.1 Orders and amendments to these shall only be valid if they are placed/confirmed by us in writing.
- 1.2 The transfer of our orders to third parties in whole or in part may only take place with our written consent. In addition, a declaration of secrecy/confidentiality of the third party must be signed, stamped and dated. In the event of infringements, we shall give the supplier the opportunity to correct this infringement within a set period of time, but within a maximum of five working days. After expiry of the deadline, we shall be entitled to revoke this order without compensation. Further claims remain unaffected by this.
- 1.3 The assignment of claims as well as the transfer of the inclusion of claims against us to third parties shall be excluded and shall also entitle us to revoke the order without compensation, whereby further claims shall remain unaffected.
- 1.4 If the supplier ceases to make payments or if an application is made by the supplier himself or by a creditor for the opening of insolvency proceedings against the assets of the supplier, we shall be entitled - after taking into account the statutory right of choice of the insolvency administrator with regard to the performance of the contract and without prejudice to other rights - to withdraw from the contract or to terminate the contract with immediate effect. The supplier is obliged to inform us of such circumstances.

## 2. Delivery

- 2.1 The stated and, above all, confirmed delivery dates are binding and are to be understood as the time of receipt of the goods at the named place of destination. The place of destination is usually at the location of the purchaser, other places of delivery are explicitly named by the purchaser in the order. If compliance with the delivery date is jeopardised, the supplier is obliged to inform us of this immediately in writing.
- 2.2 Even if we accept a delay in delivery, we expressly reserve the right to charge a contractual penalty of 1% of the net contract price per expired week of delay (beginning with the Monday following the week of delivery), but no more than 5% of the total order volume.

Furthermore, the supplier is obliged to use the fastest means of transport available, without prejudice to the mode of dispatch prescribed in the order, in order to mitigate the delay in transport. The costs for this transport shall be borne by the supplier. 2.3 Im Falle eines vom Lieferanten zu vertretenden Lieferverzugs setzen wir dem Lieferanten eine Nachlieferfrist. Upon expiry of this period, we are entitled with immediate effect

to withdraw from the contract without having to set a new grace period for delivery. If, on the other hand, a fixed date has been agreed, the contract shall be dissolved as soon as the date is exceeded, unless we demand performance of the contract within a period to be set by AVL SCHRICK Performance Components GmbH from the date the date is exceeded.

- 2.4 Partial deliveries or services and advance deliveries require our written approval. Exceptions to this are deliveries up to a maximum of 7 (seven) calendar days before the agreed date, in which case the payment targets only begin with the contractually agreed date.

- 2.5 Unless otherwise agreed in writing, deliveries shall be made to the named place of destination in accordance with DDP (Incoterms 2010 currently, or their revisions). The packaging

shall be selected in accordance with the relevant packaging standards, in particular the AVL delivery and packaging regulations ([www.avl.com](http://www.avl.com) > Company > Quality, Environment, Safety & Security > Documents), in such a way that damage-free delivery is possible and efficient AVL handling is guaranteed. Suppliers are obliged to implement the packaging regulations valid at the place of performance. Non-legally compliant packaging that generates costs of any kind for AVL SCHRICK Performance Components GmbH due to the legal deficiency shall be subject to an additional 10% handling charge in addition to the disposal costs and possible penalties and shall be invoiced.

- 2.6 In the event of a specially agreed release for delivery by us, we shall be entitled to extend the delivery period by up to 90 days. In this case, the supplier is obliged to store the goods carefully and free of charge until the release for delivery by us.

## 3. Contracts for work

- 3.1 This item contains additional conditions for the provision of services under a contract for work and services ("Work") by the Supplier.
- 3.2 The supplier shall perform the work by the agreed date. In addition, a provision regarding a contractual penalty (penalty) in the event of a delay in delivery shall be agreed and stipulated in the contract for work and services between AVL SCHRICK Performance Components GmbH and the supplier prior to the commencement of the contract. The contract shall be deemed to have been fulfilled when the work has been accepted in full by AVL SCHRICK Performance Components GmbH in writing.
- 3.3 The supplier shall essentially use its own operating resources in the production of the work. The supplier shall not be bound on the part of AVL SCHRICK to any working hours, place of work or instructions of AVL SCHRICK Performance Components GmbH. He acknowledges that no employment relationship can be derived from this order. There is no personal obligation to perform on the part of the supplier. The supplier shall be solely responsible for taxation of the remuneration and payment of social security contributions. He assures us that he fulfils all the requirements necessary for the performance of the work (social security and trade law) and that he will provide us with the relevant evidence if requested to do so. Furthermore, the supplier undertakes to indemnify and hold us harmless for any adverse consequences resulting from the non-fulfilment of these obligations.

## 4. Preise und Zahlung

- 4.1 Unless otherwise agreed in writing, the prices stated in the order are fixed prices and thus unchangeable until complete fulfilment of the scope of delivery and performance according to the order.

**General Terms and Conditions of Purchase  
of AVL SCHRICK Performance Components GmbH  
Valid as of 01 January 2023**



4.2 Unless otherwise agreed in writing in the terms of payment and delivery, payment shall be made net after receipt of the goods in accordance with the contract or acceptance of the work by us and receipt of the proper and verifiable invoice after 60 days.

4.3 In the event of a defect covered by warranty, we shall be entitled to defer payment until the defect has been duly remedied.

**5. Warranty**

5.1 The supplier shall assume full warranty for all deliveries and services for a period of 24 months. The supplier shall remedy any defects occurring during this period immediately upon request at its own expense. All costs associated with the determination and rectification of defects, including those incurred by us, such as inspection costs, transport, dismantling and (re)installation costs, shall be borne by the supplier. The warranty obligation shall be suspended for the duration of rectification work until the defect has been successfully remedied. For parts replaced or repaired under warranty, a new warranty period of 24 months from replacement or repair shall apply. The place of performance for remedying defects shall be the place where the goods are located in accordance with the contract. Further legal provisions remain unaffected.

5.2 For hidden defects which are not recognisable at the time of acceptance or takeover, the warranty obligation shall only commence at the time of recognition/occurrence.

5.3 In cases in which the supplier does not fulfil his warranty obligation within a reasonable period of time after being requested to do so, and also in cases which are not urgent at the moment, we are entitled without further ado to remedy the defect ourselves or to have it remedied by a third party at the supplier's expense or, if this is not possible, to procure a replacement elsewhere.

5.4 Any damages incurred by us due to defective deliveries shall be compensated by the supplier.

5.5 Should we, as the manufacturer of the end product, be liable for damages which are attributable to defects in the basic material or partial product supplied by the supplier, the supplier shall indemnify us against such liability and provide full recourse, irrespective of fault. This shall also apply to expenses incurred in connection with claims by third parties. 5.6 Der Lieferant erklärt sich damit einverstanden, dass seine Lieferungen/ Leistungen keiner Eingangskontrolle unterzogen, sondern erst im Zuge der weiteren Projektbearbeitung durch uns oder, sofern eine solche nicht erfolgt, nach der Kundenübergabe überprüft werden. Im Übrigen gelten die Regelungen des §377 HGB. Unsere Zahlung bedeutet keine vorbehaltlose Abnahme der Ware.

**6. Spare parts, means of production and input materials**

6.1 Supplier shall prepare spare parts lists together with AVL SCHRICK for the respective projects carried out, which shall contain the prices and delivery times of the spare parts. The supplier guarantees the availability of the spare parts contained in these lists for a period of fifteen years from the last project delivery. Should a spare part no longer be available within this period, the Supplier shall deliver a technical replacement solution whose delivery period shall not be longer than the originally agreed delivery period for the spare part concerned and shall not exceed the agreed price.

6.2 Manufacturing/production equipment that we have made available to the supplier must be handled with care. Furthermore, these are to be stored separately and clearly

distinguishable from the supplier's own fixed assets or those provided by other customers. With regard to storage, a storage period of 10 years shall apply, beginning with the last production date. Furthermore, these must be returned immediately upon request.

6.3 Manufacturing / production resources which the supplier has manufactured or procured and for which we have assumed and paid the manufacturing costs (tool costs) shall become the property of AVL SCHRICK. Point 6.2 shall then also apply to these means of manufacture / production manufactured by the supplier at our expense. Insofar as the supplier is not in a position to keep these means of production in a usable condition at our disposal for 10 years, it shall be obliged to inform us of this in writing and to hand them over to us upon request.

6.4 In the event of damage, loss or destruction of our supplies (semi-finished products, castings, devices, etc.), the supplier shall reimburse us for their replacement costs.

**7. Compliance, quality and documentation**

7.1 The goods to be delivered must comply with the applicable domestic and foreign regulations (in particular the accident prevention and environmental regulations, the relevant ordinances and directives of the VDE regulations, the REACH regulation (EC No. 1907/2006)), comply with the recognised rules of technology and exactly with the documents on which the order is based, such as drawings, descriptions, samples, specifications, acceptance conditions, etc.

7.2 The Supplier undertakes to comply with the valid and applicable legal systems, not to participate passively or actively, directly or indirectly, in any form of bribery, wage dumping, gender discrimination, racism, violation of the fundamental rights of its employees or child labour. The Supplier undertakes not to use any "Conflict Minerals" pursuant to Section 1502 of the US Dodd-Frank Act which originate from the Democratic Republic of the Congo or an adjoining state in its products. In particular, this regulation applies if AVL SCHRICK supplies a listed US company as an end customer. In this case, not only AVL SCHRICK, but also all value-added partners involved must disclose the supply chain upon request.

7.3 The supplier shall set up a quality management system that complies with the requirements of ISO 9001, carry out quality control that is suitable in terms of type and scope and corresponds to the state of the art, and develop in the direction of ISO 16949 and VDA 6.4 standards as well as a zero-defect philosophy. The ISO 26262 standard concerning functional safety for systems with electronics and software must be complied with by the supplier. The valid standards for the safety of web applications must also be fulfilled.

7.4 Software and applications shall correspond to the state of the art at the time of the order.

7.5 AVL SCHRICK Performance Components GmbH is certified according to DIN ISO 14001 and DIN ISO 9001. The QES documents to be observed by suppliers, including the current list of ingredients and substances ("AVL substance list") which may not be supplied to the company or only to a limited extent, can be found on the website [www.avl.com](http://www.avl.com) under Company> Quality, Environment, Safety & Security> Documents. If the goods delivered by the Supplier contain any of the substances listed, the Supplier shall contact the AVL, stating the respective substances concerned, at the address indicated on the order. The substances concerned, the supplier shall contact the purchaser indicated on the purchase order. If the substance in question is a hazardous substance that is not listed at the above address, the relevant contact person in Purchasing must also be contacted in advance.

**General Terms and Conditions of Purchase  
of AVL SCHRICK Performance Components GmbH  
Valid as of 01 January 2023**



7.6 For devices, instruments, system parts or systems, complete maintenance, operating and service instructions shall be supplied in electronic form and/or as a hard copy without separate request and without additional costs.

7.7 Within the scope of its duty to warn pursuant to §§ 831/823 BGB (Product Liability Act and BGB Tort Law), the supplier shall in particular inform the purchaser listed on the order in writing in a timely and complete manner. This shall apply in particular if a defective product may cause potential and substantial damage to body and health. In this respect, the supplier has a duty to instruct

#### 8. Confidentiality

8.1 The supplier is obliged to treat all business and trade secrets of AVL SCHRICK Performance Components GmbH ("secret information") that come to its knowledge in the course of the cooperation with us as strictly confidential and to return this information to us after execution of the order. The secret information may not be reproduced or made accessible to third parties without our written consent, nor may it be used for purposes other than the processing of our orders. In particular, the supplier is prohibited from removing documents (e.g. data, documentation, programmes, drawings) of any kind from our company premises without our written consent. In the event of (partial) subcontracting of the present order to sub-suppliers approved by us, the supplier shall impose corresponding confidentiality obligations on his sub-suppliers. Likewise, he shall oblige his employees to maintain secrecy (including prohibition of use) accordingly. Confidentiality obligations with sub-suppliers must be in writing, must be signed accordingly and copies thereof must be forwarded to the Purchaser.

8.2 In particular, all drawings, calculations, all AVL's own and customer-related business, technical and personal data, all AVL's own technical know-how or technical know-how provided by customers (designs, specifications, plans, software, etc.), the order and the work resulting therefrom as well as their results, data and knowledge shall be deemed to be secret information.

8.3 The supplier undertakes, within the scope of what is possible according to the respective state of the art, to immediately and effectively secure all secret information against access by unauthorised third parties and in particular to secure it against theft, loss, manipulation, damage or duplication. If the supplier has indications that unauthorised third parties may have gained knowledge of secret information, he shall inform us immediately and, in coordination with us, take all necessary steps to clarify the facts and, if necessary, prevent future access.

8.4 Should the Supplier store, edit or process the secret information in its data processing facilities, it shall ensure that unauthorised third parties cannot access this data.

8.5 The supplier undertakes to return all secret information, data, documents and storage media to us after execution of the order. Furthermore, the supplier shall remove all data and information from its data processing systems and return all copies of the data and storage media to us at our discretion or destroy the copies in such a way that reconstruction is impossible. The supplier shall provide evidence of the complete return or destruction at our request and confirm this in writing.

8.6 The supplier is obliged to comply with all provisions of data protection law applicable to it in the respective applicable version and shall observe them. The supplier shall instruct all employees and subcontractors in accordance with the relevant provisions of data protection law and, if applicable, oblige them to maintain data secrecy in accordance with the provisions of data protection law applicable to them. The Supplier undertakes in particular to also take measures to ensure data protection by technology (Privacy by Design) and data protection-friendly default settings (Privacy by Default) in accordance with Article 25 of the EU General Data Protection Regulation.

8.7 The supplier undertakes to support us in the data protection obligations applicable to us.

8.8 Im Falle eines Verstoßes gegen die vorstehenden Bestimmungen hat uns der Lieferant von allen nachteiligen Folgen freizustellen und schadlos zu halten. Darüber hinaus sind wir in einem solchen Fall berechtigt, von der betroffenen Bestellung sowie von allen weiteren Aufträgen an den Lieferanten sofort zurückzutreten.

8.9 If the supplier processes personal data of AVL SCHRICK as a processor, it shall do so exclusively in accordance with our instructions and agrees to conclude a separate commissioned data processing agreement in accordance with Article 28 (3) of the EU General Data Protection Regulation.

8.10 The supplier can access our data protection declaration at [www.avl-schrick.com](http://www.avl-schrick.com). Our central data protection office can be reached by e-mail at [privacy@avl.com](mailto:privacy@avl.com).

#### 9. Work results and property rights

9.1 All results developed by the supplier shall become our exclusive and unrestricted property as soon as they come into existence and must be disclosed to us immediately and made accessible to us. This shall also apply to inventions or parts of inventions made by the supplier. The supplier shall assign all rights to such inventions or invention shares to us without restriction. Should we waive our rights to inventions or parts of inventions in whole or in part, the supplier shall not be entitled to assert rights to such inventions or parts of inventions (e.g. own use, application for industrial property rights, granting of licences to third parties, etc.). All inventions or parts of inventions are compensated with the price according to point 4.1.

9.2 With regard to the copyrights accruing to the supplier in connection with the order, the supplier shall grant us the unlimited right of use free of charge on a permanent and unlimited basis.

9.3 The supplier undertakes to provide a delivery or service that is free of third-party property rights. The supplier shall be liable for ensuring that the delivery or service does not infringe the property rights of third parties. He shall indemnify us and hold us harmless with regard to possible claims of third parties due to alleged infringements of property rights.

#### 10. Foreign trade data

10.1 The supplier is obliged to inform us of any goods-related restrictions on (re-)exports of the delivered goods (goods, technology, software) in accordance with German, European and US export and customs regulations as well as the export and customs regulations of the country of origin of the goods. To this end, it shall provide the following information at least in its offers and order confirmations for the individual items of goods:

The number of the EU Military List and the Dual-Use Goods List:

- For US goods the ECCN (Export Control Classification Number) according to US Export Administration Regulations (EAR).
- For US defence goods (so-called ITAR goods), the USML category (United States Munitions List).
- Information on the non-preferential origin of its goods (goods, technology, software) and their components
- Information on goods manufactured on the basis of controlled US technology and/or containing controlled US components.

The supplier is also obliged to inform the purchaser indicated on the order in writing of all further foreign trade data upon request, as well as to inform the purchaser in writing of all changes to the above data without being requested to do so.

**General Terms and Conditions of Purchase  
of AVL SCHRICK Performance Components GmbH  
Valid as of 01 January 2023**

10.2 The legally binding adoption of re-export restrictions (e.g. in relation to existing/issued export licences and the export licences and the re-export restrictions contained therein re-export restrictions contained therein or due to licence exceptions claimed under the EAR) is limited to goods for which an export licence is required from the point of view of the supplier country (for the USA, the currently valid version of the EAR applies), which are also marked accordingly in the delivery documents and which the supplier expressly brings to the supplier's attention in offers and order confirmations.

10.3 Suppliers domiciled in the EU are obliged to send us the original supplier's declaration (also long-term supplier's declaration) for goods with preferential origin status in accordance with Regulation (EC) No. 1207/2000, as amended, within one calendar week. If the supplier fails to comply with this obligation or if his declaration does not comply with the statutory provisions, he shall indemnify and hold us harmless for any resulting consequences.

**11. General provisions**

11.1 No remuneration of any kind shall be granted for the preparation of quotations, plans, cost estimates etc.

11.2 In its advertising activities, the supplier may only refer to business connections with us with our express written consent.

11.3 This contractual relationship shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

11.4 Should individual provisions of these terms and conditions of delivery be legally invalid, this shall not affect the legal validity of the remaining provisions.

11.5 The place of performance for the delivery shall be the destination named by us. The place of performance for payment and the exclusively agreed place of jurisdiction is Remscheid, unless other written agreements exist.