

I. Applicable General Terms and Conditions of Purchase

Agreements between IWN GmbH & Co. KG (Purchaser) and its suppliers are concluded exclusively based on the following General Terms and Conditions of Purchase of IWN GmbH & Co. KG. All agreements, amendments and ancillary agreements are only be valid if they are set down in writing. Already now, any possible reference of the supplier to his own GTCs is expressly contradicted. Our Terms and Conditions of Purchase also apply if we accept deliveries of products and services from the Supplier or pay for them in the knowledge that the Supplier's Terms and Conditions conflict with or deviate from our Terms and Conditions of Purchase. Our Terms and Conditions of Purchase also apply to all future deliveries and services of the Supplier until our new Terms and Conditions of Purchase apply.

II. Order

1. Supply agreements (orders and acceptance) and call-offs as well as their amendments and supplements must be made in writing. Orders and call-offs can also be made by remote data transmission.
2. If the Supplier does not accept the order within three weeks of receipt, the Purchaser is entitled to cancel the order. Call-offs become binding at the latest if the Supplier does not object within two weeks of receipt.
3. The Purchaser may request changes to the design and execution of the delivery item within reasonable limits for the Supplier. In this context, the effects, in particular regarding additional and reduced costs as well as delivery dates, are settled by mutual agreement appropriately.
4. For orders by call-off framework agreements, the production and material releases are agreed and shown. If the Supplier carries out further material coverings and/or productions, this is exclusively at the Supplier's risk.
5. If the sales situation of the Client deteriorates significantly, the Client is entitled to cancel the orders placed as well as blanket orders and call orders in whole or in part. In such a case, the Supplier is obliged to immediately stop the production of products already ordered. If the framework agreement contains a price scale, the Supplier is entitled to base the delivered quantity on the actual quantity scale and to demand any additional prices.
6. Cost estimates or offers of any kind are binding and not to be remunerated.

III. Payment

1. In the event of acceptance of early deliveries, the due date is based on the agreed delivery date.
2. In the event of defective delivery, the Purchaser is entitled to withhold payment proportionally the value until proper performance.
3. The Supplier is not entitled to assign its claims against the Purchaser or have them collected by third parties without the Purchaser's prior written consent, which may not be unreasonably withheld. In the event of extended reservation of title, consent is deemed to have been granted.
4. Price changes require the consent of the Purchaser.
5. Unless otherwise agreed, payments by the Purchaser is made 14 days after receipt of the goods less a 3% discount or 60 days after receipt of the goods net.
6. If no special agreement has been made, the prices are DDP according to Incoterms 2000 including packaging. Sales tax is not included. The Supplier bears the material risk until acceptance of the goods by us or our agent at the place to which the goods are to be delivered in accordance with the order.

IV. Confidentiality

1. All business or technical information made available by us (including features to be taken from any objects, documentation or software handed over and other knowledge or experience) is kept secret from third parties as long as and to the extent that it is not demonstrably public knowledge and may only be made available in the Supplier's own premises to such persons who must necessarily be involved in its use for the purpose of delivery to us and who are also obliged to maintain secrecy; it remains our exclusive property. Such information may not be reproduced or used commercially without our prior written consent, except for deliveries to us. Upon our request, all information originating from us (including, if applicable, copies and records made) and items provided on loan is returned to us immediately and in full or destroyed. We reserve all rights to such information (including copyrights and the right to apply for industrial property rights, such as patents, utility models, etc.). Insofar as these have been made accessible to us by third parties, this reservation of rights also applies in favor of these third parties.
2. Products manufactured according to documents designed by us, such as drawings, models, molds or dies and the like, or according to our confidential information or with our tools or replicated tools may neither be used by the Supplier himself nor offered or supplied to third parties. This also applies analogously to our print orders.
3. Subcontractors are obligated to maintain secrecy, analogously to IV.
4. The contracting parties may only advertise their business relationship with prior written consent.

V. Delivery dates and deadlines

Agreed dates and deadlines are binding. Decisive for the compliance with the delivery date or the delivery period is the receipt of the goods, including all required documents by the Purchaser. If delivery „ex works“ has not been agreed, the Supplier makes the goods available in good time, considering the usual time for dispatch. If necessary, the Supplier is obliged to provide evidence of the delivery having taken place. The customer reserves the right to return goods delivered too early. Any additional expenses incurred as a result are borne by the Supplier.

VI. Delay in delivery

1. The Supplier is obliged to compensate the Purchaser for the damage caused by the delay.
2. The amount of compensation depends on the delay in delivery. For each week or part thereof, the compensation is 1% of the order value, unless otherwise agreed.
3. The Client reserves the right to prove higher damages.
4. The unconditional acceptance of the delayed delivery or service do not constitute a waiver of the claims for compensation to which we are entitled on account of the delayed delivery or service.

VII. Force majeure

Force majeure, labor disputes, riots, official measures and other unforeseeable, unavoidable and serious events release the contracting parties from their performance obligations for the duration of the disruption and to the extent of its effect. This also applies if these events occur at a time when the contractual partner concerned is in default. The contracting parties are obliged to provide the necessary information without delay within the bounds of what is reasonable, and to adjust their obligations to the changed circumstances in good faith. The Supplier must provide evidence of the effects of force majeure on the order if required.

VIII. Quality – Documentation

1. If the type and scope of the test as well as the test equipment and methods have not been firmly agreed between the Supplier and the Purchaser, the Purchaser is prepared, at the Supplier's request, to discuss the tests with the Supplier within the scope of its knowledge, experience and possibilities to determine the respective required state of the test technology.
2. The Client has the right to carry out tests at the Contractor's works; in this connection, the Supplier and the Customer each bear their own costs. The Supplier warrants an outgoing goods inspection that corresponds to a proper incoming goods inspection at the Customer. As a result, the Client is released from the obligation to inspect incoming goods, except for random samples. This does not apply regarding externally easily recognizable transport damage and other openly recognizable defects, in particular deviations in the identity and quantity of the delivered goods. The Client notifies the Supplier without delay of any complaints ascertained in the process. In the event of a complaint, the Supplier will be charged a fee of €150.00 for the effort involved in processing the complaint. Notwithstanding the foregoing, the Client carries out a random inspection of incoming goods on a case-by-case basis. If defects require repeated, further or 100% inspections, the Supplier bears the full material and personnel costs incurred by the Client in this respect against evidence. The Supplier bears the material and personnel costs for the material certificates of the input materials. These tests do not affect the Supplier's warranty. The Supplier is obliged to enclose a material and test certificate with each delivery without delay if requested to do so by the Client.
3. In the case of technical documentation, the Supplier also keeps special records stating when, in what manner and by whom the delivery items have been tested regarding the features subject to documentation and what results the required quality tests have produced. The test documents must be kept for ten years and submitted to the Purchaser if required. The Supplier obliges sub-suppliers to the same extent within the framework of the statutory provisions.
4. Insofar as customers require insight into the production process and the test documents of the Purchaser to verify certain requirements, the Supplier agrees, at the request of the Purchaser, to grant them the same rights in its plant and to provide all reasonable assistance in this respect.

The Supplier complies with the recognized rules of technology, the safety regulations, the accident prevention and occupational safety regulations, the occupational health regulations and the agreed technical data and consumer protection regulations for his delivery.

Where required and applicable by applicable law, a CE Declaration of Conformity accompanies each item upon delivery. The same applies to the China Compulsory Certification (CCC certification), which must be submitted once by each Supplier for each new item added to the product range upon first delivery.

IX. Modifications

For changes, the regulations of VDA Volume 2 / the trigger matrix apply. Modifications of the delivery item require the prior written consent of the Purchaser before delivery.

X. Management systems

In addition to quality, fundamental aspects of the cooperation between the Client and its Suppliers include environmental protection, occupational health and safety, energy and the associated management systems.

The Supplier draws up a policy on the aspects of its management system and makes it known.

The Supplier assures that his management system complies with the recognized rules for quality and environment, that he or she actively improves it continuously and that this is certified according to the current status of DIN EN ISO 9001 as well as DIN EN ISO 14001, if possible. If specified by the Purchaser, the Supplier further develops its management system in the direction of IATF 16949 or VDA 6.1 with the aim of certification. These criteria are a component of our Supplier evaluation.

We consider compliance with legal environmental and occupational health and safety regulations, as well as other applicable legal provisions to be a prerequisite.

XI. Delivery / final inspections at the Supplier

Appropriate final inspections ensure that the products to be delivered to the Purchaser are free from defects. These inspections are to be interpreted by the Supplier as goods issue inspections. They replace the incoming goods inspection at the customer's premises, where no inspections are carried out apart from an identification, quantity and integrity check. §377 HGB is waived in its entirety between the parties.

As a result of these measures, the Purchaser largely dispenses with incoming goods inspection. The Supplier thus waives the defense of delayed notice of defects.

The Supplier takes appropriate measures to ensure the traceability of the products – at least for each production batch – and, if required, immediately provides evidence thereof to the Purchaser.

XII. Warranty

1. Acceptance is subject to inspection for freedom from defects, in particular also for correctness, completeness and suitability.
2. The statutory provisions on material defects and defects of title apply unless otherwise stipulated below.
3. The right to choose the type of subsequent performance is in principle vested in the Purchaser. The Supplier is entitled to refuse the type of subsequent performance selected by us under the conditions of Section 439 (3) of the German Civil Code (BGB).
4. If the Supplier does not begin to remedy the defect immediately after our request to do so, we are entitled in urgent cases, in particular to avert acute danger or avoid major damage, to remedy the defect ourselves or have it remedied by a third party at the Supplier's expense. Claims for material defects become statute-barred 24 months after commissioning or installation of spare parts, at the latest 30 months after delivery to the Purchaser, unless the item has been used for a building in accordance with its customary use and has caused its defectiveness.
5. In the event of defects of title, the Supplier also indemnifies us against any existing claims of third parties. Regarding defects of title, a limitation period of 10 years applies.
6. For parts of the delivery that have been repaired or repaired within the limitation period of our claims for defects, the limitation period starts anew at the time when the Supplier has completely fulfilled our claims for subsequent performance.

7. If we incur costs as a result of the defective delivery of the subject of the contract, in particular transport, travel, labor, material costs or costs for an incoming goods inspection exceeding the usual scope, the Supplier bears these costs.
8. If we take back products manufactured and/or sold by us as a result of the defectiveness of the subject of the contract delivered by the Supplier or if the purchase price was reduced for us because of this or if claims were made against us in any other way because of this, we reserve the right of recourse against the Supplier, whereby it is not necessary to set an otherwise required deadline for our rights respecting defects.
9. We are entitled to demand reimbursement from the Supplier of the expenses which we had to bear in relation to our Client because the latter has a claim against us for reimbursement of the expenses necessary for the purpose of subsequent performance, in particular transport, travel, labor, material costs, import and export duties.
10. Notwithstanding clause X. 4., the limitation period in the cases of X. 8. and X. 9. commences at the earliest 2 months after the time at which we have fulfilled the claims made against us by our Client, but at the latest 5 years after delivery by the Supplier.
11. If a material defect becomes apparent within 6 months of the transfer of risk, it is presumed that the defect was already present at the time of the transfer of risk, unless this presumption is incompatible with the nature of the item or the defect.
12. If a sample is provided, the properties of the sample are deemed warranted. The delivered goods must be in conformity with the sample. If the delivery item has been specially manufactured, e.g., based on drawings, these take precedence over the sampling.
13. The Supplier maintains a quality assurance system that is suitable in terms of type and scope and corresponds to the state of the art, and provides evidence of this upon request. He or she undertakes to fully comply with quality requirements specified in the delivery contract regarding the delivery items, manufacturing processes and verification.
14. If a claim is made against the Purchaser based on strict liability under foreign law which cannot be excluded against third parties, the Supplier is liable to the Purchaser to the extent that it would also be directly liable.

XIII. Product liability and recall

1. The Supplier undertakes to take out business and product liability insurance with sufficient coverage, according to which insurance coverage also exists if the defect removal measures relate to parts, accessories or equipment of motor vehicles, rail vehicles or watercraft, insofar as these products were evidently intended for construction or installation in motor vehicles, rail vehicles or watercraft at the time of delivery by the Supplier or third parties commissioned by him. If the Client is entitled to further claims for damages, these remain unaffected.
2. In the event that claims are asserted against us for violation of official safety regulations or based on domestic or foreign product liability rules or laws, the Supplier is obliged to indemnify us against such claims if and to the extent that the damage was caused by a defect in the subject of the contract delivered by the Supplier. In cases of fault-based liability, however, this only applies if the Supplier is at fault. If the cause of the damage lies within the Supplier's area of responsibility, the Supplier bears the burden of proof in this respect. In the above cases, the Supplier bears all costs and expenses, including the costs of any legal action or recall action, which the Purchaser may undertake after proper examination. This also applies if the Purchaser is obliged by the authorities to carry out such a recall, or if a third party carries out the recall on behalf of the Purchaser. In all other respects, the statutory provisions apply.

XIV. Property rights

1. The Supplier is liable for claims arising from the infringement of industrial property rights and applications for industrial property rights (industrial property rights) in the event of use of the delivery items in accordance with the contract.
2. He or she indemnifies the Purchaser and his clients against all claims arising from the use of such industrial property rights.
3. The contracting parties undertake to inform each other immediately of any infringement risks that become known and to counter alleged claims by mutual agreement.
4. Upon request of the Purchaser, the Supplier informs the Purchaser of the use of published and unpublished own and licensed industrial property rights and applications for industrial property rights on the delivery item.
5. In addition to the right to use software that is part of the scope of delivery of the product, including its documentation, we have the right to use it to the extent permitted by law (Sections 69a et seq. UrhG [German Copyright Act]) with the agreed performance features and to the extent necessary for use of the product in accordance with the contract. Copies may also be made in this regard. We may also make a backup copy without express agreement.

XV. Provision

Materials, parts, containers and special packaging provided by the Client remain our property. These may only be used as intended. The processing of fabrics and the assembly of parts are done for us. It is agreed that we are co-owners of the products manufactured using our materials and parts in the ratio of the value of the materials provided to the value of the overall product, which is held in safe custody for us by the Supplier.

XVI. Use of means of production and confidential data of the Client

Models, matrices, templates, samples, tools and other manufacturing equipment, as well as confidential information provided to the Supplier by the Purchaser or paid for in full by the Purchaser, may only be used for deliveries to third parties with the prior written consent of the Purchaser.

XVII. Requirements regarding environmental and ethical aspects

For raw materials, semifinished materials and other defined operating materials, the respective Supplier must provide corresponding acceptance test certificates (DIN EN 10204-3.1) with each delivery with reference to the batch. For construction parts, at least the measurement results with reference to the batch must be supplied.

The criteria for the specifications and tolerances contained therein are agreed independently by the Supplier with the Purchaser at the time of the request. Details regarding the contents of the acceptance test certificates as well as other forms of transmission may be agreed between the Supplier and the Purchaser on the Supplier's own initiative.

The Supplier complies with environmentally conscious actions in compliance with the following characteristics:

- Sending of the EU safety data sheets for raw materials, auxiliary materials and operating materials with the first delivery and with any changes (new batch, changes in specifications, ...) at least once a year
- Compliance with relevant environmental and occupational health and safety regulations,
- Motivation of all employees at the Supplier's premises to implement environmental measures, careful use of resources in the production processes applied, development of environmentally compatible products,
- Initialization of activities to reduce CO2 emissions with the aim of achieving CO2 neutrality for the products to be supplied and their production,
- Avoidance and reduction of environmentally harmful manufacturing processes and
- Obligation to dispose of waste generated during production in an environmentally sound manner.

The Supplier assures that he or she will provide appropriate information about the activities to reduce CO2 emissions and the values achieved.

In addition, the Supplier acknowledges appropriate conduct on compliance with the Purchaser's Compliance Policy. The Supplier will be required to establish and maintain appropriate ethics/compliance policies for its business, including an anti-corruption policy, an employee code of conduct, and an ethics escalation policy, as part of fulfilling its corporate responsibilities. The content covers at least the criteria of the Purchaser's Ethics Policy.

In this context, we refer to our corporate guidelines (policy on "Quality - Environment - Occupational Safety – Energy") as well as IWN's compliance policy, which can be viewed on the homepage at <https://www.iwn.de/compliance> as well as <https://www.iwn.de/qualitaet>.

XVIII. Legal, regulatory and other requirements

The Supplier is responsible for compliance with all statutory and official requirements applicable to the delivery item in each case, including those relating to product safety, and ensures that these comply with the requirements applicable in the export country, import country and in the country of destination (if notified by the Purchaser).

The Purchaser notifies the Supplier if products to be delivered are subject to statutory and regulatory requirements and/or if special product- and process-related features apply to them. The Supplier ensures that the monitoring of these is carried out as required, that this is continuously maintained and documented.

With his offer for the delivery item, the Supplier confirms compliance with these requirements.

XIX. General Equal Treatment Act

The Supplier declares that all its employees who come into contact or may come into contact with employees of the Purchaser in the course of fulfilling existing or future contractual obligations towards the Purchaser have been obliged to comply with the provisions of the General Equal Treatment Act. In particular, the Supplier's employees are aware that any discrimination, harassment or sexual harassment of the Purchaser's employees on the grounds of race or ethnic origin, gender, religion or belief, age, disability or sexual identity is prohibited. Should employees of the Supplier nevertheless violate the provisions of the AGG regarding employees of the Purchaser and should claims for compensation for material or immaterial damage therefore be asserted against the Purchaser by its employees or third parties, the Supplier undertakes to indemnify the Purchaser internally against all claims for compensation, including the costs of legal action.

XX. Execution of works

Persons performing work on the plant premises in fulfillment of the contract observe the provisions of the respective plant regulations. Liability for accidents that happen to these persons on the factory premises is excluded, unless caused by intentional or grossly negligent breach of duty by our legal representatives or vicarious agents.

XXI. General provisions

1. If one of the contracting parties ceases to make payments or if insolvency proceedings are instituted against its assets or if judicial or out-of-court composition proceedings are applied for, the other party is entitled to withdraw from the contract for the unfulfilled part.
2. In the event that a provision of these terms and conditions and the further agreements made be or become invalid, this does not affect the validity of the remainder of the contract. The contracting parties are obliged to replace the invalid provision with a provision that comes as close as possible to it in terms of economic success.
3. The contractual relations are governed exclusively by German law, excluding the conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
4. The place of performance is the registered office of the Purchaser. Concerning the shipments, the parties may agree otherwise.
5. The place of jurisdiction for all legal disputes arising directly or indirectly from contractual relationships based on these Terms and Conditions of Purchase is the court having jurisdiction over the Purchaser's principal place of business. We are further entitled to sue the Supplier at our discretion at the court of its registered office or branch office or at the court of the place of performance.