

The following English translation of the “Allgemeine Einkaufsbedingungen” (General Purchasing Conditions) is for information purposes only. The legally binding version is the German one, published on the tempLED website:

<https://tempLED.de/allgemeine-einkaufsbedingungen/>

## **General Purchasing Conditions**

### **1. Scope**

a) All deliveries and services from our suppliers to tempLED GmbH, Kiefersfelden, as well as the affiliated companies tempLED Service GmbH, tempLED production GmbH, tempLED Germany GmbH, tempLED Austria GmbH, tempLED Swiss GmbH, and HGL Verwaltungs- und Beteiligungsgesellschaft mbH (hereinafter referred to as the HGL Group) are exclusively based on these General Purchasing Conditions. These conditions are an integral part of all contracts we conclude with our suppliers regarding deliveries or services. They also apply to all future deliveries, services, and offers to us, even if not separately agreed upon.

b) General terms and conditions of our suppliers or third parties do not apply, even if we do not expressly object to their validity in individual cases. Referring to a letter containing the supplier's or a third party's terms and conditions, or making reference to them, does not imply agreement to the validity of those terms and conditions.

### **2. Ordering**

a) Delivery contracts (ordering and acceptance) and delivery call-offs, as well as their modifications and supplements, must be made in writing. Supplier conditions and divergent agreements apply only if we have expressly accepted them in writing. Neither our silence nor the acceptance of the performance or its payment constitutes recognition.

b) Obvious errors, such as writing and calculation mistakes or incompleteness of the order, must be pointed out by the supplier for the purpose of correction or completion before accepting the order; otherwise, the contract is considered not concluded.

c) The acceptance of the order must be confirmed to us promptly in writing. If the supplier does not accept an order within three working days after receipt, we are entitled to revoke it at any time without further obligations. The same applies to delivery call-offs.

d) If the order confirmation deviates from the order, the supplier must clearly indicate this. We are bound only by deviations if we have expressly agreed to them in writing. Unconditional acceptance of goods does not constitute approval.

e) Our order number, order date, article number, delivery quantity, and delivery address must be specified in all order confirmations, delivery documents, and invoices.

f) Within reasonable limits, we may request changes to the delivery item from the supplier in terms of design and realization. The supplier must implement these changes within a reasonable period. Adequate agreements must be reached on the consequences, especially regarding additional or reduced costs and delivery dates. If no agreement is reached within a reasonable period, we are entitled to withdraw from the order.

g) We reserve the right to change the delivery time, location, and packaging type at any time by written notice with a notice period of at least five working days before the agreed delivery date. The supplier must promptly notify us in writing of any expected additional costs or delivery delays before the delivery date, but at least within two working days after receiving our notice.

### **3. Prices, Payment Terms, Invoice Details, and Offset**

a) The agreed prices are binding. Unless otherwise specifically agreed, the prices are understood to be delivered free to a place of delivery specified by us, customs cleared (DAP according to Incoterms in their current version), including packaging.

b) If not otherwise agreed in writing, payment is due within 14 days with a 3% discount or within 90 days without deduction, but not before complete delivery or performance has been provided.

c) Payment does not constitute recognition of the regularity of the delivery or performance, nor does it waive any rights to which we are entitled.

d) The payment period begins upon receipt of the contractual performance (actual receipt of goods) and a proper and verifiable invoice.

e) In the case of early acceptance of deliveries, the period begins no earlier than the agreed delivery date.

f) Timely payment is deemed fulfilled upon receipt of the transfer order by our bank. Any bank charges incurred by the recipient bank are the responsibility of the supplier.

g) Invoices must be promptly sent to us after delivery or complete performance, including all order data. Invoices must be designed and itemized clearly enough for comparison of the order and invoice. Order number and order data must be indicated on the invoice. Invoices for labor services or installations must be accompanied by time records confirmed by us. For goods requiring an export license, the invoice must contain all necessary markings and information.

h) We reserve the right to return invoices that do not meet the requirements above, especially regarding order data or tax regulations, without processing. In such cases, the invoice is considered not received.

i) Digital invoices are to be mailed to: [rechnungen@templd.de](mailto:rechnungen@templd.de)

j) We have offset and retention rights, as well as the right to object to contractual non-performance, to the extent permitted by law. We are particularly entitled to withhold payments as long as we still have claims against the supplier arising from incomplete or defective performance.

k) The supplier has offset and retention rights only regarding legally established or undisputed counterclaims arising from the same legal relationship.

#### **4. Delivery, Packaging, and Transfer of Risk**

a) Agreed delivery dates and deadlines are binding.

b) The delivery of goods to the goods receipt of the respective delivery address must take place during the specified acceptance times mentioned in the order.

c) All deliveries must be accompanied by a delivery note that includes our order number, article number, and a description of the contents by type and quantity.

d) The supplier is obligated to promptly inform us in writing if agreed delivery times cannot be met for any reason. Supplier can only rely on circumstances beyond their control if they have fulfilled this notification obligation.

e) The decisive factor for compliance with the delivery deadline is the receipt of the goods at the specified destination provided by us.

f) If the day by which delivery must occur can be determined based on the contract, the supplier is considered in default upon expiration of that day, without requiring any notice from us.

g) In the event of delivery delays, we have unrestricted legal claims. Any additional costs incurred, especially for alternative procurement or expedited transportation, are borne by the supplier. This applies even if we have previously accepted unconditionally a delayed partial delivery. If the supplier fails to deliver or perform within a reasonable grace period set by us, we are entitled to refuse acceptance, withdraw from the contract, and/or claim damages. We retain the right to withdraw from the contract, even if the supplier is not at fault for the delay.

h) Early deliveries, excess, short, or partial deliveries require our prior written consent. In the case of agreed partial deliveries, the remaining quantity must be specified.

i) The supplier undertakes to ship the goods only in packaging that is appropriate, environmentally friendly, and complies with legal packaging regulations in terms of type, shape, and size. Unnecessary packaging should be avoided, and environmentally friendly packaging materials are preferred. The packaging must be designed to prevent transport and weather-related damage.

- j) Shipping is exclusively at the supplier's risk until delivery at the specified destination, regardless of the delivery clause.
- k) Mere acceptance of deliveries or services, temporary use or payments made do not constitute acceptance or waiver of any rights we are entitled to. Receipt acknowledgments of goods received do not imply our final acceptance of the delivered goods.
- l) If the supplier owes a service, formal acceptance by us is required. If the performance requires commissioning, acceptance occurs after defect-free commissioning.
- m) Transport insurance is covered by us to the extent required by the agreed delivery term (Incoterms in their current version). Our liability is limited to the existing reasonable insurance coverage.

## **5. Quality Assurance**

- a) During the provision of services, the supplier will comply with all prescribed safety devices, relevant standards, laws, and regulations, especially regulations pertaining to environmental protection, hazardous substances, dangerous goods, and accident prevention. The supplier will also adhere to our specifications.
- b) Suppliers expressly declare that they possess all necessary trade or other permits for carrying out the agreed services and will provide us with the corresponding documents upon request. If special official approvals, authorizations, or acceptances are required for the work, suppliers must obtain them promptly without additional compensation.
- c) Suppliers commit to ensuring continuous quality control by implementing an appropriate quality assurance system, such as DIN EN ISO 9001 ff or an equivalent system, and conducting suitable quality inspections and controls during and after the production of their goods. These inspections must be documented.
- d) We have the right to inspect the supplier's production facilities and quality assurance measures or have them inspected by third parties. The costs of the audit will be reimbursed reasonably if the audit reveals deficiencies in the quality assurance system or inadequate documentation of quality inspections.
- e) Any changes to material composition, design, manufacturing processes, or supplied parts must be communicated to us promptly and in an unsolicited way. Changes are only allowed with explicit written approval.
- f) The supplier must perform deliveries and services themselves. Subcontracts require our written consent. In the case of subcontracting, the supplier guarantees compliance with the disclosed obligations and quality guidelines.
- g) Unauthorized subcontracting to third parties entitles us to withdraw from the contract and claim damages partially or completely.

## **6. Availability of Spare Parts**

- a) The supplier ensures that they can supply us with replacement parts for the delivered items or components for a period of 10 years after the termination of the supplier relationship, under reasonable conditions.
- b) If the supplier intends to discontinue the production of spare parts, they will promptly inform us of this decision. This decision must be made at least 12 months before the production discontinuation, subject to paragraph (a).

## **7. Warranty and Liability**

- a) The supplier assumes full responsibility for flawless delivery, particularly ensuring compliance with the required and promised quality and performance.
- b) Regarding our rights in the event of defects in the goods (including incorrect or insufficient delivery, improper assembly, operating instructions, conformity declarations, or installation instructions), as well as other breaches of duty by the supplier, the statutory provisions apply unless otherwise agreed. In all cases, the special legal provisions for the final delivery of goods to consumers (supplier recourse according to §§ 478, 479 BGB) remain unaffected.
- c) The supplier is liable according to legal regulations to ensure that the goods have the agreed-upon characteristics at the time of transfer of risk. The agreed-upon characteristics include the product descriptions and technical data sheet specifications that are part of the respective contract – especially through designation or reference in our order – or are incorporated into the contract in the same manner as these General Purchasing Conditions.
- d) Our commercial duty to inspect and give notice of defects is governed by statutory provisions (§§ 377, 381 BGB) with the following provision: Our duty to inspect is limited to defects that become apparent during our incoming goods inspection, including examination of delivery documents, and during our quality control sampling process.
- e) We promptly report any defects upon discovery. The supplier waives any objection to late notification of defects.
- f) The supplier bears all costs related to defect identification and rectification, including analysis costs, removal and installation costs, transportation, travel, labor, and material costs incurred by our customers or us.
- g) We report all complaint costs, including those related to the defective item, using a debit note and an 8D report, and we expect corresponding credit from the supplier. Simultaneously, we create an internal order for the defective item with a reference to the complaint for documentation purposes.
- h) Claims for defects expire – except in cases of fraudulent intent – after 36 months from the transfer of risk, unless otherwise agreed. If suppliers fulfill their obligation to remedy defects through replacement delivery, the limitation period for the replacement goods begins anew upon their delivery.

## **8. Serial Defects**

a) We are entitled to recall goods that we have supplied to third parties in their entirety if it is determined that at least 5% of the relevant products exhibit the same defect (“serial defect”). The supplier is obligated to reimburse us for the costs incurred due to the recall or to indemnify us from these costs. Additionally, in the event of reporting a serial defect, the supplier must provide appropriate evidence that the serial defect will no longer occur in the future and that the relevant error in the design or production of the affected goods has been rectified.

b) If circumstances become known to the supplier that indicate defects in the design or production of their goods, the supplier must promptly inform us and rectify this error immediately. If it is suspected that the error has led to a serial defect, suppliers are obligated to recall the relevant batches of goods at their own expense without prior request from us.

### **9. Confidentiality and Non-Reproduction**

a) The supplier commits to keeping all confidential information, such as documents, drawings, sketches, plans, calculations, descriptions, and other know-how, received in connection with the business relationship confidential and using them only for the agreed-upon purpose. The supplier must not disclose them to third parties or use or reproduce them without our express consent. Upon our request, the supplier must return these pieces of information to us completely if they are no longer needed in the proper business process or if negotiations do not lead to a contract. The supplier does not have any right of retention for any reason. The complete return or destruction must be confirmed in writing.

b) Both parties commit to complying with applicable data protection laws and ensuring an adequate level of data protection when storing data and documents.

c) If the supplier culpably violates the confidentiality obligation, a contractual penalty is payable for each instance of non-compliance. In cases of intentional behavior, the defense of continuation is excluded. The amount of the contractual penalty is determined by the separately agreed-upon confidentiality agreement. The relevant factors include the damage incurred by us (including intangible harm) and the degree of the supplier’s breach and fault.

### **10. Property Security**

Tools, fixtures, and models that we provide to the supplier or that are created for the purposes of the contract become our property after payment. The supplier must clearly mark them as our property and, if possible, store them separately from other products of the supplier. They should be adequately protected by the supplier against all types of damage, handled carefully, and used solely for the purposes of the contract. Their use is only permitted for our contractual purposes. The costs of storage, maintenance, and repair are borne by the supplier unless otherwise agreed. The supplier must promptly inform us of any damage to these tools and models and, upon request, return them to us in proper condition if they are no longer needed for fulfilling the contracts concluded with us.

### **11. Export Regulations and Documentation**

a) Suppliers must comply with the applicable requirements of national and international export, customs, and foreign trade laws for all goods to be delivered and services to be provided. They are responsible for obtaining the necessary export

permits unless, according to applicable law, the responsibility lies with us or a third party to apply for the export permit.

b) Upon request from the buyer, the supplier is obligated to provide supplier declarations that meet the requirements of Regulation (EC) 1207/2001. These declarations must be provided to us in a timely manner, no later than upon acceptance of the order. If long-term supplier declarations are used, the supplier must inform us of any changes in origin characteristics upon order acceptance, even if no preferential entitlement exists.

c) If the products and their documentation are intended for export or re-export by us, the supplier must inform us about authorization requirements for (re-)exports of their goods according to German, European, US, or other applicable export and customs regulations. Relevant information, such as the statistical commodity code (HS code), must be included on import documents (invoice and/or delivery note).

d) If the supplier becomes aware of the applicability of additional foreign trade regulations during or after the execution of the order, they must promptly notify us.

e) Failure by suppliers to fulfill the obligations mentioned in this section will result in them being liable for any damages or claims arising for us and/or our customers.

f) If export authorization is not granted, extended, or revoked due to reasons attributable to the supplier, we have the right to terminate the supply contract.

## **12. Third-Party Intellectual Property Rights**

a) The supplier guarantees that the delivered products do not infringe upon any third-party industrial property rights in countries of the European Union or other countries where the products are manufactured or produced.

b) The supplier is obligated to reimburse us for all costs incurred in defending against claims or providing replacement services.

## **13. Advertising Prohibition**

The supplier may not advertise our business relationship without our prior written consent.

## **14. Federal Data Protection Act (Bundesdatenschutzgesetz)**

a) We inform you that we store and process personal data in compliance with legal regulations, particularly for administrative and accounting purposes related to business transactions.

b) The data are sent to a central server within the HGL Group and stored there for the first time. The supplier is hereby informed of this according to § 33 (1) BDSG.

c) The supplier expressly consents to our sharing of the stored data from the respective business case with other companies within the HGL Group for informational purposes, such as purchasing pooling and as part of group-wide

reporting obligations. These companies, as well as we, may send the supplier information about goods or services in writing or via email or contact them through other means, such as by phone. Such consent can be revoked at any time in writing or via e-mail.

## **15. Termination Rights in a Delivery Contract**

The right of each contracting party to terminate the delivery contract without notice for significant reasons remains unaffected. Such significant reasons include:

### **1. Default in Deliveries or Payment:**

- If the supplier is in default with two or more individual deliveries, or the buyer fails to pay for two or more individual deliveries, and the default persists for more than two weeks after receiving a warning from the terminating party threatening termination.

### **2. Insolvency Proceedings:**

- If insolvency proceedings are initiated over the other contracting party's assets, or the other party applies for the opening of insolvency proceedings, or protective measures are ordered concerning their assets under § 21 of the Insolvency Code (InsO).

### **3. Unreasonable Adherence to the Contract:**

If adhering to the contract is no longer reasonable due to circumstances related to the other contracting party, especially when indications exist that the other party cannot permanently fulfill their obligations from this contract.

## **16. General Provisions**

- a)** It is agreed that the place of jurisdiction shall be the court having subject-matter jurisdiction for the registered office of our company. Notwithstanding the above, we are entitled to sue the client at their general place of jurisdiction.
- b)** Assignments of claims without explicit written approval from the buyer are excluded.
- c)** German law governs the contractual relationship, excluding conflict of laws and the UN Convention on Contracts for the International Sale of Goods (CISG).
- d)** We have the right to transfer rights and obligations from the contract with the supplier to another company within the HGL Group. Such a transfer does not grant the supplier the right to terminate the contract.
- e)** The exclusive place of jurisdiction for all disputes arising from the contractual relationship is our headquarters in Kiefersfelden. Our headquarters also serve as an international place of jurisdiction. Additionally, we have the right to file a lawsuit at the place of performance for the delivery obligation.



- f) If any provision becomes invalid or unenforceable, the validity of the remaining provisions remains unaffected.
  
- g) The supplier must comply with the laws of the applicable legal jurisdiction. The supplier must not participate, directly or indirectly, in any form of bribery, violation of employees' fundamental rights, or child labor. The supplier is responsible for the health and safety of their employees in the workplace, must adhere to environmental protection laws, and promote and enforce compliance with this code of conduct among their own suppliers. In case of willful breach of these obligations by the supplier, we reserve the right to terminate the contract or withdraw from it, without prejudice to any other claims.

**17. Contact Information for tempLED:**

- a. Purchasing: [einkauf@tempLED.de](mailto:einkauf@tempLED.de)
- b. Accounting: [rechnungen@tempLED.de](mailto:rechnungen@tempLED.de)
- c. Complaint handling: [support@tempLED.de](mailto:support@tempLED.de)