

1. General - Scope of application

1.1 These general terms and conditions of purchase ("GTC") apply to all purchases made by LEHVOSS France SARL, having its registered office at Parc d'entreprises La Radio, Route de Paris 28100 DREUX and registered with the Chartres Trade and Companies Register under number 387704869 ("LEHVOSS France", "we", "us" or "our"). The GTC apply to the exclusion of any contrary or divergent conditions of the supplier, except with our prior written agreement. Unconditional acceptance of a delivery by us does not constitute acceptance of the supplier's contrary or deviating conditions. In the GTC, the term "supplier" includes both suppliers of goods and service providers.

1.2 Any agreement between LEHVOSS France and a supplier must be in writing.

1.3 Our terms and conditions of purchase only apply to professionals within the meaning of the introductory article of the French Consumer Code.

2. Formalisation and acceptance of the offer

2.1 Our orders are always placed in writing. Orders placed verbally are not binding on LEHVOSS France until we have confirmed them in writing. The supplier is obliged to accept our orders within one week of receipt.

2.2 We reserve the intellectual and industrial property rights to the texts, illustrations, drawings, calculations and other documents (the "**Protectable Elements**") distributed under our name. The Protectable Elements must remain confidential, may not be passed on to third parties without our express written authorisation and must be used exclusively for the production of the goods ordered by us. They must be returned to us immediately after completion of the order. The provisions of § 9 shall also apply to them.

3. Prices - Terms of payment

3.1 Unless otherwise agreed in writing, the price includes delivery "DDP" INCOTERMS 2020, including packaging. The return of packaging requires a special written agreement. If the supplier uses disposable pallets without our agreement, we will dispose of them at the supplier's expense.

3.2 The price does not include VAT. Any costs, taxes, customs duties and other charges that come into force after the order has been placed shall be borne by the supplier.

3.3 We can only process invoices if they state the corresponding order numbers in accordance with our order specifications. The supplier shall be liable for all consequences arising from non-compliance with this obligation. Invoices must be issued immediately after dispatch of the goods / performance of the services. Packing lists and agreed information and documents, such as initial samples, test reports, tool lists, etc. must be attached to invoices.

3.4 Unless otherwise agreed in writing, we shall pay the supplier's invoices within 14 days with a 3% discount or within 30 days net, from receipt of the invoice issued after delivery of the goods or

performance of the service, or from a later date indicated by the supplier.

3.5 We are entitled to the rights of set-off and retention provided by law.

4. Delivery period - Late delivery - Transfer of risk

4.1 The delivery date stated in the order is binding. Our receipt of the goods / the date of completion of the service shall be decisive in assessing compliance with the delivery period.

4.2 The supplier is obliged to inform us immediately in writing of any actual or probable circumstances that may jeopardise the agreed delivery date. The supplier is aware that delays in delivery may result in production stoppages for us and/or our customers. In addition, the supplier is aware that we deliver to our customers "just in time". Late deliveries may therefore result in considerable contractual penalties and claims for damages from our customers.

4.3 In the event of late delivery, we may assert the rights provided by law. In particular, we are entitled to claim damages and to rescind the contract after the expiry of a reasonable period without success. If we claim damages, the supplier has the option of proving to us that he is not responsible for the breach of duty.

4.4 We may refuse delivery before the agreed delivery date at the supplier's expense. If the goods are not refused, we will store them at the supplier's expense and risk until the agreed delivery date. In the event of early delivery, we are also entitled to make payment for the goods on the basis of the agreed delivery date, taking into account the agreed payment period.

4.5 Partial deliveries are only possible with our express prior written agreement. The remaining quantities and their expected delivery date must be notified to us on the occasion of the partial delivery.

4.6 If the supplier is late in making a delivery, we shall be entitled to demand a contractual penalty of 0.3% of the net order value for each calendar day of late delivery, up to a maximum of 5% of the net order value.

4.7 Risk only passes to us when the goods have been delivered and unloaded at our premises or at the agreed place of delivery or dispatch.

4.8 We have the right to refuse delivery of goods in the event of force majeure, strikes and lockouts, operational disruptions, disturbances and injunctions by public authorities, provided that we are not responsible for these events.

§ 5 Quality assurance - Execution of the order

5.1 The supplier is obliged to implement a state-of-the-art quality assurance plan and to provide us with proof of this on request. We reserve the right to specify the type and scope of the quality assurance plan in an agreement with the supplier. We assume that the vendors from whom we obtain supplies operate a quality management system that complies with the requirements of ISO 9001 et seq. or IATF 16949.

5.2 The supplier is obliged to point out any defects when submitting our offer, in particular with regard to compliance with

the state of science and technology, environmental protection regulations or technical suitability and feasibility.

5.3 We may make changes to the subject matter of our order even after it has been accepted, insofar as such changes are reasonable for the supplier. The effect of such a contractual change, in particular with regard to costs and delivery time, shall be agreed between the parties.

5.4 Deviations from or changes to the order are only possible if expressly referred to by the supplier and confirmed by us in writing.

§ 6 Inspection for defects - Liability for defects

6.1 We are under no obligation to inspect or report any defects in the goods or to make any reservations prior to their complete delivery.

6.2 The supplier acknowledges that we will properly inspect the goods on receipt by means of sampling to check the nature of the goods, their weight, dimensions and appearance immediately (but no later than 14 days) after delivery.

6.3 We are not obliged to carry out technical functional tests or other inspections.

6.4 Any lack of conformity or defects affecting the goods delivered or the work carried out which are discovered during the above-mentioned inspections must be reported by us without undue delay.

6.5 We have full legal rights in the event of lack of conformity and hidden defects. In all cases, we are entitled, at our discretion, to require the supplier to remedy the defect or to deliver new goods. If there are concrete indications of defective deliveries, we have the right to check the suitability of the goods ourselves or to have them checked by an independent institute at the supplier's expense. We expressly reserve the right to claim damages, in particular damages in lieu of performance.

6.6 We are entitled to remedy any defects ourselves, at the supplier's expense, if the supplier is in default of its obligation to repair or redeliver or if there is a particular urgency.

§ 7 Product liability - Compensation - Insurance

7.1 If we are held liable by our customers or third parties for damages resulting from product liability, irrespective of the domestic or foreign legal basis, the supplier will indemnify us for any sum that may be charged to us - including the associated legal defence costs - insofar as the damage is attributable to him.

7.2 Within the scope of his liability under 7.1, the supplier is also obliged to bear all costs arising from the defectiveness of the goods delivered by him, in particular in the event of a product recall. We will inform the supplier of the content and scope of the measures to be taken - as far as is possible and reasonable - and give him the opportunity to comment.

7.3 If we or our customers are subject to measures taken by the market surveillance authorities, the supplier is also obliged, at its own expense, to provide all the necessary information without delay and to provide all the assistance that we or our customers

require in order to comply with the decisions taken by the authorities.

7.4 The supplier is obliged to take out product liability insurance with flat-rate cover of at least 10 million euros per injury to persons / damage to property, without prejudice to any damages in excess of this sum that we may claim. The supplier must provide us with a copy of the insurance policy in question on request.

§ 8 Property rights

8.1 The supplier guarantees to have full ownership of the goods sold by it and not to infringe the rights of any third party whatsoever.

8.2 The supplier indemnifies us against any action brought by a third party alleging infringement of its rights in respect of goods sold by the supplier. We are not authorised to enter into agreements with such third parties, in particular to conclude a transaction, without the supplier's consent.

8.3 The supplier's guarantee covers all costs resulting from the claim made by the third party, including the associated legal defence costs.

8.4 The limitation period for our action under the warranty provided for in this Article is 10 years, calculated from the conclusion of the contract of sale for the goods concerned.

§ 9 Confidentiality

9.1 The supplier is obliged to keep all illustrations, drawings, calculations and other documents and information received from us strictly confidential. They may only be disclosed to third parties with our express consent. This stipulation also applies to companies controlled by the supplier or controlling the supplier, the notion of control being understood here within the meaning of Article L233-3 of the French Commercial Code.

9.2 The obligation of confidentiality shall survive for 3 (three) years after the execution of a contract. It shall lapse if and insofar as the information contained in the illustrations, drawings, calculations and other documents supplied has become public.

§ 10 Materials, tools

Any tools, gauges or equipment made available to the supplier remain our property. They must be clearly identified as our property by the supplier. Tools, gauges or devices are also our property and must be labelled accordingly if they have been manufactured by the supplier himself or on his behalf for the manufacture of our products.

§ 11 Availability

11.1 If we make parts or raw materials available to the supplier, we reserve ownership of them. The processing or incorporation of these items into other goods by the supplier is carried out on our behalf. If goods belonging to us are processed with other items not belonging to us, we acquire co-ownership of the new goods in the proportion of the value of our goods (price inclusive of VAT) to the other items at the time of processing.

11.2 If the goods provided by us are inseparably mixed with other goods not belonging to us, we shall acquire co-ownership of the new goods in proportion to the value of the goods belonging to us (including VAT) to the other mixed goods at the time of mixing. If the mixing takes place in such a way that the supplier's goods are to be regarded as the main goods, it is agreed that the supplier shall transfer co-ownership to us in proportion to the value of the reserved goods (price incl. VAT). The supplier shall retain sole ownership or co-ownership for us.

11.3 If the value of the securities to which we are entitled under Articles 11.1 and/or 11.2 exceeds by more than 10% the purchase price of all our goods subject to retention of title which have not yet been paid for, we shall be obliged to release the securities at our discretion, at the supplier's request, to the extent of a value corresponding to the price of our goods subject to retention of title + 10%.

§ 12 Retention of title

12.1 The supplier is entitled to the retention of title it has applied for if this expires on payment of the agreed price for the goods delivered (goods subject to retention of title) and we are entitled to resell them in the ordinary course of business.

12.2 As security in the event of processing and resale instead of retention of title, we hereby assign to our customer, in the event that retention of title has actually been agreed in accordance with Clause 12.1, the claim to which we are entitled against our customer as a result of the resale of the object newly manufactured using the goods subject to retention of title, in the amount of the invoice value of the goods subject to retention of title delivered by the supplier in each case. If the claims against our customer are included in a current account, the assignment shall relate to the relevant part of the balance, including the final balance of the current account.

12.3 The supplier hereby assigns to us the claims assigned in accordance with point 12.2, subject to the condition precedent of payment of the remuneration invoiced for the goods subject to retention of title in question.

12.4 We are authorised to collect claims assigned to the supplier. Revocation of the authorisation shall only be effective if we fail to meet our payment obligations arising from the transaction on which the delivery of the reserved goods in question is based. In this case, the supplier may also demand that we inform him of the assigned claims and the identity of the debtor and that we inform the debtor of the assignment, or that we provide the information ourselves.

§ 13 Export controls and customs

13.1 The supplier is obliged to inform us, in its commercial documents, of any authorisations required for the (re-)export of its goods in accordance with European or American export and customs regulations and the export and customs regulations of the country of origin of its goods. To this end, the supplier must provide at least the following information in its offers, order confirmations and invoices for the goods concerned:

- a. The commodity code (HS code) of its products,
- b. The commercial origin of goods,
- c. Position on the list of dual-use items in accordance with EU Regulation 2021/821 on dual-use items, if applicable,
- d. For US products or components, the ECCN (Export Control Classification Number) in accordance with the US Export Administration Regulations (EAR),
- e. Classification of its goods or their components in Schedules 1 to 3 of the International Convention on Chemical Weapons, where applicable,
- f. a contact person in his company to answer any questions we may have. At our request, the supplier is obliged to notify us in writing of all other foreign trade data relating to its goods and their components and to inform us immediately (prior to delivery of the goods concerned) in writing of any changes to the above data.

13.2 Each order is subject to the condition that its execution does not contravene national or international export control provisions, for example embargoes or other sanctions, even if these come into force after the contract has been concluded.

If delivery of the product is restricted or prohibited due to export control laws, we may, at our sole discretion, suspend the supplier's rights and obligations until further notice and/or cancel our order (in whole or in part). In no event shall we be liable for any costs or damages arising from the legal consequences of export controls.

§ 14 Sustainability

14.1 We are guided by the principle of sustainable development and comply with internationally recognised core standards on occupational safety, health and environmental protection, labour and human rights and responsible corporate governance (hereinafter referred to as "ESG standards"). We have described our understanding of ESG Standards in our Code of Conduct for Business Partners (<https://www.lehvoss.de/en/supplier-code-of-conduct>). We expect our suppliers to comply with these ESG Standards. We also require the vendor to encourage its subcontractors and its own suppliers to comply with the relevant standards. We are authorised to verify ourselves, or through third parties appointed by us after prior notification, that the supplier complies with the above regulations.

14.2 In the performance of the contract, the supplier must comply with the occupational health and safety and environmental protection requirements that we have specified in the contract.

14.3 Legal requirements for supply chain due diligence :

14.3.1 We may be required to comply with certain human rights and environmental due diligence obligations in our upstream and downstream supply chains in order to avoid or minimise actual and potential adverse impacts on human rights and the environment or to stop violations of human rights or environmental obligations. Human rights and environmental due diligence obligations have the meaning defined in DIRECTIVE (EU) 2024/1760 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 13 June 2024 on corporate sustainability due diligence

(the "Act"), as amended (the current version of the Act can be downloaded from the following link) :

[Directive \(UE\) 2024/1760 du 13 juin 2024](#) .

14.3.2 The supplier undertakes to comply with the human rights and environmental obligations set out in the Act and to take appropriate account of these expectations in relation to its own suppliers throughout its supply chain (the "**Expectations**"). In particular, the Vendor undertakes to avoid or minimise its risks and to put an end to violations of human rights and environmental obligations. It further undertakes to instruct its officers and employees to comply with the Expectations and to provide training to its officers and employees with respect to compliance with the Expectations. At our request, the Vendor will participate in relevant training organised by us.

14.3.3 We shall be entitled, upon prior written notice, to carry out audits ourselves and/or through authorised third parties (the "**Auditor**") in order to satisfy ourselves that the supplier is complying with its obligations under this clause (the "**Audit**"). The supplier shall provide us and/or the Auditor with all data, documents and other information in written, oral and/or electronic form reasonably requested by us and/or the Auditor for the purposes of the Audit.

14.3.4 If we suspect a breach of any human rights or environmental obligation by the supplier or any of its contractors or suppliers at any level and we have evidence of such breach, the supplier shall take and implement appropriate remedial action or cause the relevant contractors or suppliers to take and implement such action as we may reasonably request in writing.

14.3.5 Upon our request, the supplier shall promptly (i) develop with us a plan to remedy the breach of a human rights or environmental obligation (the "**Remedial Plan**"), including a specific timetable for such plan, and (ii) implement such measures as we may reasonably require to implement such **Remedial Plan**.

14.3.6 We shall have the right to terminate any contract between us and the supplier with immediate effect if (i) the supplier fails to fulfil its obligations under this clause, (ii) the supplier is directly or indirectly responsible for a material breach of the Expectations or (iii) the implementation of the Remedial Action Plan has not remedied the breach of a human rights or environmental obligation within a period set out in the Remedial Action Plan.

14.3.7 Any breaches of compliance or human rights violations can be reported via our anonymous whistleblowing channel , accessible via the link: <https://www.lehvoss.fr/en/company/anonymous-whistleblower-channel> or via the QR code :



15.1 If the supplier is a merchant, any dispute between the supplier and LEHVOSS France is subject to the exclusive jurisdiction of the Commercial Court of Paris. However, we also have the right to summon the supplier before the court of his registered office.

15.2 Unless otherwise specified in the order, our registered office is the place of performance.

15.3 French law applies to the conclusion, performance and termination of any commercial relationship between LEHVOSS France and the supplier, with the exception of the United Nations Convention on Contracts for the International Sale of Goods.

§ 16 Partial disability

If individual contractual provisions are invalid, the other provisions remain in full force and effect. The invalid provision will be replaced without further ado by a provision that comes as close as legally possible to the economic intention of the invalid provision.