

1. General Provision

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

The currently valid version of the ICS General Terms and Conditions of Purchase will be made available on the ICS Group website. At the time of order acceptance, the terms and conditions published here are valid for the contract.

2. Purchase Orders

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

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

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

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

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

2.5 Any queries should be addressed exclusively to ICS employees at the Baidt headquarters. ICS requests that the complete order number be included in all documents. The supplier is not authorised to pass on the order or significant parts of the order to third parties without prior written consent. If the delivery or service is provided by a subcontractor, this subcontractor must also strictly adhere to these Terms and Conditions of Purchase. Visits by our suppliers and their representatives to the purchasing department at the ICS headquarters can only be received by appointment.

3. Delivery and Service

3.1 The delivery or service must comply with the regulations of ICS in terms of type and scope.

Upon acceptance of the goods, a random sampling of the goods shall be carried in accordance with DIN ISO 2859/1 ((single sampling plan for normal inspection) Inspection level S-1, acceptance number $C=0$, rejection number (d) = 1. If the goods do not comply with the above-mentioned random sample inspection, the entire delivery may be returned.

3.2 Dates and deadlines agreed between the contracting parties are binding. The receipt of the goods at ICS or at the delivery address specified by ICS in the order is decisive for compliance with the delivery date or the delivery deadline.

3.3 Should the timely delivery or performance of the ordered goods or parts not be possible, ICS must be notified immediately in writing, stating the reasons and the expected duration of the delay.

3.4 Should the agreed deadlines not be met, the statutory provisions shall apply. Should the service or delivery of the goods not take place on time or in full, ICS has the right to withdraw from the contract after setting a reasonable grace period. If the transaction is a fixed-date transaction, ICS is not bound by a grace period or a declaration of withdrawal.

3.5 The unconditional acceptance of delayed deliveries or services shall not be deemed a waiver of ICS's claims for compensation due to the delayed delivery or service.

3.6 Partial deliveries are generally not permitted unless this has been expressly agreed between the contracting parties.

3.7 Delivery or service at an earlier date is only permitted with the explicit consent of ICS. In such a case, however, the payment period for this shall only commence on the date of the originally agreed date.

4. Packaging and Shipping

4.1 The goods shall be packed in a customary, appropriate and faultless manner. If the packaging costs are borne by the buyer, only the cost price shall be invoiced. In all cases, ICS reserves the right to provide packaging (crates, barrels, drums, etc.) free delivery point (CIP or, if necessary, DDP, in accordance with the applicable Incoterms). The agreements made on a case-by-case basis shall apply to returnable packaging. The return of the packaging shall be at the risk of the supplier. As the sender, you must comply with the statutory packaging regulations.

4.2 The shipping instructions specified by ICS must be strictly adhered to by the supplier. For purchases from abroad, the supplier shall receive special instructions from ICS in individual cases. The supplier is liable for any damage resulting from non-compliance.

4.3 Postal consignments, i.e. small packages and parcels, must be dispatched to Ics for automotive GmbH, Am Foehrenried 16118, 88255 Baidt, Germany, postage paid without exception. In all cases, a dispatch note - in copy - must be sent to the receiving plant before the goods are dispatched. Our order number must be stated on all shipping documents. If the supplier carries out the dispatch without express dispatch instructions from ICS or against ICS, he shall be liable for any resulting disadvantages. The supplier must indemnify ICS in this respect.

4.4 Collection of goods: The goods may only be handed over if the person collecting the goods is authorised to do so. If the value of the goods exceeds € 1,000, this requires authorisation by telephone from the responsible member of staff in the Purchasing department. Cash on delivery consignments will only be accepted if this has been expressly agreed during the ordering process. Business hours can be found in the ICS ordering regulations. In the event of non-compliance with the times, dispatch will be refused, even for full loads.

5. Force Majeure, Warranty, Recourse

5.1 Force majeure, riots, strikes, operational disruptions, official measures and other unavoidable events exempt ICS from the obligation to accept delivery on time. This exemption applies for the duration of such events and within two weeks of their end.

5.2 The risk is only transferred to ICS upon acceptance of the service or goods by ICS or by a person authorised by us at the place where the service or goods are to be fulfilled or delivered in accordance with the order. This also applies if carriage paid delivery has not been agreed.

If the purchased goods are a machine which is only assembled by the supplier at the place of fulfilment, the risk is only transferred to ICS when the machine has been delivered in accordance with the contract and a test run has been carried out to ensure that it functions correctly. Unless otherwise agreed in writing, acceptance of the goods and inspection of the quantity, condition, quality and function of the goods will take place at our factory in Baienfurt.

5.3 Acceptance is subject to a check that the goods are free of defects. Defects with regard to the correctness, completeness, quantity and quality of the service or goods will be notified by ICS within fourteen days of acceptance at the destination plant at the latest. Other defects, such as the absence of warranted characteristics, which only become apparent when the goods are used as intended, will be notified to the supplier within a reasonable period of time. In this respect, the supplier waives the defence of late notification of defects.

5.4 The Supplier guarantees the impeccable quality and professional, state-of-the-art design and guarantees the proper and reliable functioning of the delivered goods. As far as nothing to the contrary is stipulated below, the statutory provisions on legal and material defects shall apply. Defects are to be rectified within the scope of the warranty obligation. The supplier must compensate ICS for damages and costs incurred due to the defectiveness of the delivered goods.

5.5 Upon request, the supplier has to repair the defect immediately, otherwise ICS has the right to repair the defect itself or have it repaired by a third party at the supplier's expense.

5.6 The supplier undertakes to indemnify ICS against any third-party claims, in particular in the event of defects of title.

5.7 Should ICS, as importer or manufacturer of the end product, be liable under product liability law and the damage is due to defects in the product delivered by the supplier, the supplier must pay ICS full compensation and recourse, including legal costs, regardless of fault. The supplier waives the defence that he himself is not the manufacturer of the product delivered to ICS and is exempt from liability as a dealer.

5.8 The supplier is obliged to notify us immediately of any product defects discovered after delivery. If the product delivered to us proves to be defective due to new findings, in connection with our design, the supplier shall be obliged to take back our remaining stock at the purchase value at the time.

5.9 The supplier must conclude and maintain adequate (approx. € 5 million) product liability insurance for personal injury/property damage.

6. Invoicing and Payment

6.1 Invoices are to be sent until 31 December 2024, depending on the allocation for Ics for automotive GmbH, by e-mail to: invoice@ics-automotive.com or Ics tooling GmbH by e-mail to: invoice@ics-tooling.com or alternatively by post to the corresponding postal address in Baidt. From 01.01.2025, the changeover to electronic invoicing must take place.

6.2 Unless otherwise agreed, payment shall be made after proper acceptance of the goods and inspection of the invoice, after 30 days without deduction, at the discretion of ICS, in cash or by bank transfer. The specified payment periods commence on the date of receipt of the invoice, but not before receipt of the goods. For deliveries or services that take place earlier than agreed, the regulation under point 3.7 applies.

6.3 Any other terms of payment stated in the invoice are only binding for ICS if they have been expressly recognised in writing between the contracting parties.

6.4 The time of payment has no influence on the right to assert claims for defects and the supplier's warranty obligations.

6.5 The assignment of claims is only permitted with the express consent of ICS. The assignment must always include the supplier's order number and invoice number. ICS reserves the right to offset counter-claims against payment of the invoice.

7. Confidentiality, Disclosure of Documents, Advertising

7.1 Insofar as the supplier obtains information of a physical or non-physical nature relating to our company within the framework of this contract, in particular all commercial and technical information,

whether verbal or embodied in documents, he is obliged to treat this as business secrets and to treat it accordingly as confidential. Information shall be stored and secured in such a way that misuse and unauthorised access are excluded. The bodies, employees and vicarious agents of the Supplier shall be bound accordingly. The obligation to maintain confidentiality shall not apply or shall end if and to the extent that the supplier proves that the information in question has become generally known through no fault of its own, has been lawfully obtained from a third party, must be submitted in the context of legal proceedings or was already generally known at the time it was obtained.

7.2 Drawings, specifications, models, samples and similar Items may not be made available or otherwise made accessible to unauthorised third. The use and any reproduction of such items is only permitted for the respective purposes of the contracts between the contracting parties.

7.3 The use of orders for advertising purposes is strictly prohibited. Reference may only be made to the business relationship with ICS with the prior written consent of ICS.

8. Other Property Rights

8.1 The Supplier guarantees that the delivery and use of the delivered goods does not infringe any patent, trademark industrial property rights of third parties. The supplier undertakes to hold ICS and its customers harmless and indemnify them against all claims and to bear all costs arising in this connection.

8.2 The supplier further obligates himself to ensure that all machines supplied by him are equipped with the legally prescribed protective devices. The supplier has to pay compensation and provide recourse for claims made against ICS for breach of existing safety regulations if these claims are based on the fact that the prescribed safety devices were not fitted at all or only inadequately on the machines supplied by him.

9. Compliance

9.1 The supplier agrees to conduct itself within the business relationship with ICS in accordance with the requirements of the ICS Supplier Code of Conduct and to observe the principles of the UN Global Compact Initiative and the Code of Conduct. Upon request, the supplier must provide ICS with evidence of compliance. In the event of a breach of these points, the supplier indemnifies ICS against third-party claims and is obliged to reimburse any fines imposed on ICS in this connection.

9.2 In the event of a suspected breach of these obligations, the supplier must immediately clarify possible breaches and inform ICS of the clarification measures taken and, in justified cases, disclose the affected supply chain.

If the suspicion proves to be well-founded, the supplier must inform ICS within a reasonable period of time of the internal measures it has taken to prevent future violations. If the supplier does not fulfil these obligations within a reasonable period of time, ICS reserves the right to withdraw from existing contracts with the supplier or to terminate them with immediate effect.

9.3 In the event of serious violations of the law by the supplier and in the event of infringements, ICS reserves the right to withdraw from existing contracts or to terminate them without notice.

10. Data Protection

10.1 Since it cannot be excluded that employees of the supplier come into contact with personal data or with the processing of such data, the supplier confirms that all employees who are involved in the execution of this contract have been instructed about the legally defined data protection and its criminal law provisions on data processing and have been obliged to maintain data secrecy.

10.2 The supplier acknowledges that ICS stores data from the contractual relationship for the purpose of data processing and reserves the right to transfer the data to third parties (e.g. banks; insurance companies) if necessary for the fulfilment of the contract. ICS processes personal data in accordance with the German Federal Data Protection Act (BDSG) and the European General Data Protection Regulation (GDPR) insofar as this is necessary for the fulfilment of the contracts concluded with us or for the implementation of pre-contractual measures or in accordance with another case regulated in Art. 6 para. 1 GDPR. Processing and storage takes place when ICS is contacted by the supplier for business purposes.

11. Place of Fulfilment and Jurisdiction, Applicable Law

11.1 The place of fulfilment for the delivery and service is the place of receipt designated by ICS. The place of payment is our registered office (Baindt).

11.2 The place of jurisdiction is the location of the court with general jurisdiction for us (88212 Ravensburg).

11.3 In addition to these General Terms and Conditions of Purchase and the other contractual agreements, the substantive law of the Federal Republic of Germany shall apply exclusively. The application of the uniform international sales law (CISG) is excluded.

12. Right to Inspection and Control

ICS reserves the right to visit the supplier's production facilities at any time during normal business hours, even unannounced. This can also be carried out by an institution or person authorised by its quality management department.

13. Collateral Agreements

Oral collateral agreements have not been stipulated. The parties agree that changes or additions to these terms and conditions must be made in writing.

14. Severability clause

Should a provision of these terms and conditions or the other agreements made be or become invalid, this shall not affect the validity and effectiveness of the remaining provisions. The contracting parties are obliged to replace the invalid provision with a corresponding legal provision. The same applies in the event of a contractual gap.