

General Terms and Conditions – Purchase –

1. General Information

- 1.1. The following General Terms and Conditions apply a) directly to all relationships pertaining to sales contracts and b) when applied accordingly, also to all other legal relationships between Apollo Dion GmbH, Traenkestrasse 9b, 70597 Stuttgart, Germany (hereinafter “Purchaser“ or “Apollo Dion”) and entrepreneurs, legal persons under public law and special funds under public law as well as consumers (hereinafter “Seller“). Entrepreneur is any natural or legal person or partnership with legal capacity who, when concluding a legal transaction, is exercising its commercial or independent professional activity; A consumer is a natural person with whom the Purchaser enters into a business relationship without being able to assign a commercial or independent professional activity.
- 1.2. Deviations from this or the general terms and conditions of the Seller only apply if the Purchaser agrees to them in writing. The conditions also apply to future comparable transactions between the contractual partners.
- 1.3. The Seller accepts that messages sent unencrypted via the Internet may be lost, altered or falsified with or without the intervention of third parties, that conventional e-mails are not protected against access by third parties and that the Purchaser therefore accepts no liability whatsoever for the confidentiality and integrity of e-mails that have left the Purchaser's sphere of responsibility. The Purchaser assumes no liability for data security during transmission via the Internet, nor for data security if they are under the control of the Seller. This also includes malware occurring in connection with the electronic transmission of data and any resulting damage to the Seller.

2. Offers

- 2.1. Seller offers are free of charge, they do not obligate Apollo Dion. The Seller must adhere to the Apollo Dion request in his offer. If the Seller has a technically or economically more favorable solution compared to the request of Apollo Dion, he will offer this to the company in addition and at the same time.
- 2.2. If, during or after the respective order from Apollo Dion, but before the delivery of the goods or the last partial delivery, the Seller invoices cheaper prices or other types of payment benefits (e.g. discounts, premiums, payment periods) to another customer for the same or a smaller quantity of the ordered goods, so Apollo Dion can ask the same prices.
- 2.3. Unless otherwise regulated, the prices offered by the Seller include taxes, packaging, transport, loan containers and storage.
- 2.4. Only written orders and order changes issued by the Apollo Dion purchasing department are binding. Oral agreements require mutual written confirmation.
- 2.5. If the Seller knows when accepting the order that Apollo Dion is only acting as an agent for the delivery for a third party, Apollo Dion is not liable, not even for claims of the Seller against the third party; unless Apollo Dion acts willfully or with gross negligence.

3. Delivery Time, Delivery, Quality Assurance

- 3.1. The Seller must strictly adhere to the agreed delivery period. The delivery takes place at the normal business hours of Apollo Dion.
- 3.2. The Seller shall be responsible for compliance with statutory and official regulations for the import, delivery, storage and use of the goods delivered by the Seller in the country of origin and destination or at the place of origin and destination and the transit countries of the delivery, as well as for obtaining the necessary import and transit documents (customs, etc.), unless these must be obtained exclusively by the Purchaser for legal reasons.
- 3.3. If, by way of exception, it is agreed that the Purchaser shall bear customs and import duties of the country of origin and destination or of transit countries, any increases in such duties that come into force between acceptance of the order and delivery of the goods shall be borne by the Seller.
- 3.4. Delivery shall be made by making the goods available at the Purchasers' place of business, including packaging, transportation and insurance. The Seller or his authorized representative shall be responsible for unloading the vehicle and observing the statutory regulations regarding the transport of hazardous goods.
- 3.5. Insofar as Purchaser's employees - in particular in the cases set out in section 3.4 - assist with loading and unloading activities outside the contractually agreed scope of services, they are acting on the Seller's sole instructions. Any damage caused to the goods or otherwise shall therefore be borne by the Seller.
- 3.6. As soon as the Seller realizes that he cannot fulfill his contractual obligations in whole or in part or not in time, he must inform Apollo Dion immediately in writing, stating the reasons and the expected duration of the delay.
- 3.7. If the Seller is in default, Apollo Dion has the right, after a reminder, to demand a contractual penalty of 0.5% of the gross price per commenced week of default, but not more than 5% of the gross order value of the delivery. Further rights remain unaffected. Apollo Dion will offset the contractual penalty paid against claims for damages.
- 3.8. Partial deliveries are not permitted.
- 3.9. The Seller will carry out and maintain effective quality assurance and provide evidence to Apollo Dion upon request. At the request of Apollo Dion, the Seller will apply a quality assurance system in accordance with DIN ISO 9000 ff. (or successor certification). Apollo Dion is entitled to check this quality assurance system itself or through a third party commissioned by it.
- 3.10. The delivery item has to meet the original conditions of the preferential agreement of the EU, if relevant and not expressly stated otherwise in the order confirmation.

4. Warranty

- 4.1. The Seller guarantees that the delivery item has the assured and guaranteed properties, does not have any defects that impair its value or its suitability and complies with the conditions specified in the order, the generally recognized rules of technology, the latest official and legal regulations, the respectively applicable safety requirements and occupational safety and accident prevention regulations. The statutory provisions apply to the processing of the warranty, sections 4.2 to 4.4 remain unaffected.
- 4.2. The limitation period for claims for defects is 36 months from the transfer of risk.
- 4.3. The Seller's warranty also extends to the parts and services obtained from suppliers as well as all consequential damage caused by defects, regardless of whether the Seller is the manufacturer or dealer of the goods.
- 4.4. Apollo Dion is entitled to remedy the defect itself at the expense of the Seller if there is imminent danger or if there is particular urgency.

5. Insurance

The Seller must take out adequate insurance at his own expense for damage that he and his vicarious agents may cause. However, the extent of the Seller's liability / warranty is not limited by taking out and providing evidence of insurance.

6. Data protection

- 6.1. Both contracting parties shall observe the rules of data protection. The handling of the business relationship is supported by a data processing system on the Purchaser's side. Accordingly, the Seller's data is recorded and stored in an automatic file. The Seller is hereby informed of this storage.
- 6.2. Within the scope of the business relationship, the Seller and the Purchaser may mutually gain access to the personal data of the other party. The parties shall process the personal data only for the fulfillment of the contractual obligations on their own responsibility. Any further processing that constitutes a change of purpose is prohibited. The Company and the Customer must (i) process the personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 (GDPR) and other legal obligations and (ii) comply with the information obligations of Article 13 et seq. GDPR are fulfilled. For this purpose, the Purchaser shall provide the Seller with its privacy policy, which is available at <https://datenschutzerklaerung.apollo-dion.de>. The Seller undertakes to inform its employees working within the scope of the contractual relationship of this and to make the data protection declaration available to them.

7. Documents, Confidentiality

- 7.1. All Seller information and documents, specifications, samples, notes, drawings, instructions, technical instructions, data, equipment that Apollo Dion provides to the Seller for the preparation of the offer, draft, manufacture, delivery, invoice, etc., as well as those provided by the Seller according to special requirements of Apollo Dion, such as calculations ("information"), are the property of the company and may not be used, summarized, reproduced or otherwise made accessible to third parties by the Seller for other purposes. At the request of Apollo Dion, they must be returned with all copies / reproductions. The release of Seller calculations Apollo Dion does not affect the Seller's responsibility.
- 7.2. The Seller must treat the information and the existence of the business relationship between the parties confidentially.
- 7.3. The assertion of rights of retention to information is excluded. Sections 10.2 and 10.3 remain unaffected.

8. Shipping Regulations, Transfer of Risk

- 8.1. The delivery must be accompanied by a delivery note and packing slip. The order number, details of the unloading point and the specific recipient of the goods must be stated in all shipping documents and on the outer packaging.
- 8.2. Unless otherwise agreed, the Seller must arrange for the shipment to be free to the destination and procure the necessary freight and customs documents, unless these can only be provided by Apollo Dion. The Seller must choose the most suitable transport option for the transport and bear all expenses associated with the transport and take out transport insurance that covers the value of the delivery item.
- 8.3. The Seller has to pack, label and ship the ordered goods properly and in accordance with the relevant national and international regulations.
- 8.4. Customary clauses apply according to the most recent INCOTERMS, currently INCOTERMS 2020.
- 8.5. The transfer of risk does not take place until the goods are delivered to the agreed destination; in case of doubt, this is Apollo Dion, Traenkestrasse 9b, 70597 Stuttgart.

9. Invoicing and Payment

- 9.1. Invoices must be properly drafted, in particular, as far as relevant, with VAT identification and verification, and correspond to the order in the order of the items, stating the item numbers.
- 9.2. Payment is made subject to the delivery being found to be correct. The payment does not mean recognition of conditions and prices and has no influence on the warranty and liability of the Seller; It does not mean a waiver of the claims for defects of Apollo Dion discovered later.
- 9.3. Apollo Dion can apply a 3% discount for payments made up to 14 days after receipt of the invoice. Timely sending of checks / execution of transfers entitles to a discount deduction if there are sufficient funds in the account at this point in time.
- 9.4. If Apollo Dion acts as a purchasing agent, Apollo Dion is only obliged to pay for the delivery if and to the extent that the principal pays the delivery to Apollo Dion. A refusal to pay by the principal, for which Apollo Dion is responsible, remains out of consideration.
- 9.5. If Apollo Dion acts as a purchasing agent, only the principal is obliged to give notice in the sense of § 377 HGB (German Commercial Code).

10. Offsetting, Retention

- 10.1. The Seller can only offset against undisputed or legally established claims. The limitation does not apply if the main claim and the counterclaim to be offset are synallagmatic.
- 10.2. Section 10.1 applies accordingly to the assertion of rights of retention by the Seller.
- 10.3. The Seller is not entitled to exercise a right of retention against claims of Apollo Dion from an order because of another claim not related to this order.
- 10.4. § 369 HGB (German Commercial Code) does not apply.

11. Property Rights, Product Liability

- 11.1. The Seller is liable to the legal extent that the delivery and proper use of the delivery item do not infringe the property rights of third parties, in particular patent rights.
- 11.2. In the event of actual or alleged infringement, the Seller indemnifies Apollo Dion, its customers and their customers from all liability, all damage and all losses and expenses to the extent permitted by law.
- 11.3. The Seller must indemnify Apollo Dion against all third-party claims resulting from the product liability law or product liability if and to the extent that the Seller's deliveries or services give rise to the claim.
- 11.4. If the goods have a special design of Apollo Dion, be it as an assembled end product, be it as a component of the assembled end product or bear the / a brand of Apollo Dion or another feature that identifies Apollo Dion, they may not simultaneously bear the brand, or another design of the Seller and similar material should not be sold or given to anyone other than Apollo Dion.
- 11.5. The Purchaser is permitted to use the company and/or registered trademarks of the Seller for advertising purposes of any kind whatsoever.
- 11.6. Furthermore, when using the Seller's products for manufacturing purposes or for further processing, it is permissible to use the Seller's product designations, in particular its trademarks, on such goods or their packaging or in the associated printed matter and advertising material without the Seller's prior consent, in particular as a component specification. The delivery of products under a trademark is to be regarded as consent to the use of this trademark for the products manufactured therefrom.

12. Advertising, Assignment

- 12.1. The Seller may only refer to the existing business relationship with the prior written consent of Apollo Dion.
- 12.2. The Seller can only transfer his contractual rights and obligations with the prior written consent of Apollo Dion. § 354a HGB (German Commercial Code) remains unaffected.

13. Various

1. During the provision of services under a contractual relationship and for a subsequent period of one year, the Seller is not permitted to directly or indirectly entice away employees of the Purchaser, to encourage them to do so or to attempt to do so by means of offers.
2. The Buyer may cite the cooperation with the Seller as a reference. The Seller may object to such use in writing within four (4) weeks of the establishment of the contractual relationship.

14. Applicable Law, Place of Jurisdiction, Severability Clause

- 14.1. The contractual relationship shall be governed exclusively by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods and the conflict of law's provisions of German law.
- 14.2. The exclusive place of jurisdiction is, as far as legally permissible, Stuttgart.
Notwithstanding this, the Purchaser is entitled to sue at the Seller's registered office.
- 14.3. If one of the above conditions is now or in the future ineffective or incomplete, this does not affect the effectiveness of the other provisions.
- 14.4. Only the German version of the purchasing conditions is authoritative. Other language versions are only used to facilitate understanding.
- 14.5. Amendments and additions to the contract must be made in writing to be effective. Verbal collateral agreements have not been made.