

General Terms and Conditions of Purchase (GTCP) of Lahntechnik GmbH and Duotemp Kältetechnik GmbH

I. Scope of application

1. Our General Terms and Conditions of Purchase apply exclusively to companies as defined by § 14 BGB (German Civil Code), legal entities under public law.
2. These Terms and Conditions of Purchase apply to all deliveries and services provided by the supplier to Lahntechnik GmbH or duotemp Kältetechnik GmbH.
We do not recognize any deviating or conflicting terms and conditions of the supplier unless their validity has been explicitly agreed in writing or text form (e.g., by email, fax, or letter).
This also applies if we accept a delivery or service without reservation in the knowledge of such terms and conditions or if these are attached to the supplier's order confirmation.
3. Our terms and conditions of purchase shall also apply to all future business relationships with the supplier without the need for a new express agreement.
4. Side agreements, amendments, or additions to the contract shall only be effective if they are recorded in writing or in text form.
Verbal agreements shall only be valid if they have been confirmed by us in writing or in text form.

II. Offers, orders, confidentiality

1. Orders, delivery schedules, and any changes or additions thereto must be made in writing or text form.
2. The supplier is obliged to confirm each order within 8 working days. If no acceptance is received within this period, we are entitled to cancel the order without further explanation. In this case, the supplier is not entitled to derive any claims against us.
3. We reserve ownership and all copyrights to all illustrations, drawings, and other documents provided by us. These documents and the information they contain are to be treated as confidential, used exclusively for the execution of our order, and may not be made accessible to third parties or used for their purposes without our prior express written consent. Upon request, the documents are to be returned to us.

III. Prices and payment terms

1. The agreed prices are fixed prices and, unless otherwise agreed in writing, are free domicile including packaging, transport, insurance, and all ancillary costs.
Price changes are only effective if they have been expressly agreed in writing.
2. Invoices must be submitted stating the complete order number, item description, quantity, and price, as well as the supplier's VAT identification number.
3. Unless otherwise agreed, payment shall be made within 30 days net of the date of receipt of a valid invoice or 14 days with a 3% discount and complete, defect-free delivery or service.
4. We are entitled to offset our own claims against claims of the supplier or to withhold payments if we are entitled to counterclaims. Assignments of claims of the supplier against us are only permitted with our prior written consent.

IV. Delivery dates and scope of delivery

1. Agreed delivery dates and deadlines are binding. The date of receipt of the goods at the place of receipt specified by us shall be decisive.
2. As soon as the supplier realizes that agreed deadlines cannot be met, it is obliged to inform us immediately in writing, stating the reasons and the expected duration of the delay. Our legal claims in the event of a delay in delivery remain unaffected by this. In the event of a delay in delivery, we are entitled to withdraw from the contract and/or claim damages after a reasonable grace period has expired without result.

3. The supplier must deliver the goods in the type, quantity, and quality specified in our order or in accordance with the agreed specifications. Partial deliveries or excess or short deliveries require our prior written consent.

4. The supplier shall ensure that all deliveries comply with the applicable legal regulations, standards, and official requirements, as well as recognized rules of technology.
Accompanying documents (delivery notes, test certificates, safety data sheets, etc.) must be supplied in full.

V. Packaging and shipping

1. The delivery must be properly and appropriately packaged and secured for transport to prevent damage during transport.
2. Where possible, packaging material must be reusable or environmentally friendly and labelled in accordance with the statutory provisions on disposal or return (e.g., VerpackG).
3. Unless otherwise agreed, delivery shall be made free of charge to the place of receipt specified in the order.
4. The supplier shall choose the shipping method, means of transport, and shipping company with care; special shipping instructions or conditions must be observed.
5. Each delivery must be accompanied by a delivery note or shipping document containing the following information: order number, item number, quantity, weight, and, if applicable, batch or serial numbers. The sender, recipient, order number, and instructions for special handling (e.g., "Caution: Glass") must be clearly marked on the packaging.

VI. Transfer of risk and liability for defects

1. The risk of loss or damage to the goods shall only pass to us upon delivery to the agreed place of receipt, even if transport is arranged or carried out by the supplier.
2. Obvious defects must be reported in writing within 7 days of receipt of the goods. Hidden defects must be reported immediately after their discovery.
3. In the event of defects, the supplier is obliged to repair or replace the goods at our discretion at no additional cost.
4. If the repair or replacement fails or is not carried out within the specified period, we are entitled to remedy the defect ourselves or have it remedied by third parties at the supplier's expense, as well as to claim damages.
5. The limitation period for claims for defects is at least two years from delivery of the goods, unless longer periods are mandatory by law.
6. In the case of replacement deliveries or repairs, the limitation period for the parts concerned shall recommence, unless we had to assume, based on the supplier's behaviour, that the supplier did not consider itself obliged to take the measure, but only carried out the replacement delivery or rectification of the defect as a gesture of goodwill or for similar reasons.
7. If claims are made against us by our customers, the statutory provisions on delivery recourse shall apply without restriction to our recourse against the supplier.
8. If we incur additional costs because of a defective delivery—in particular transport costs (domestic and foreign), travel, labor, and material costs, or costs for an incoming inspection exceeding the usual scope—the supplier shall bear these costs.

VII. Product liability and liability insurance

1. The supplier shall be liable for damage caused by defective products in accordance with the statutory provisions on product liability. This includes both property damage and personal injury attributable to defects in the delivered product.
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2. The supplier undertakes to provide evidence of valid product liability insurance with coverage of EUR 10 million per person/property damage and to maintain this coverage throughout the entire delivery period. Proof of insurance must be provided upon request.

3. In the event of damage, the supplier shall indemnify the company against all third-party claims insofar as these are attributable to product defects or breaches of contract by the supplier.

4. In this context, the supplier is obliged to reimburse us for all expenses incurred in connection with recall campaigns carried out by us. We shall inform the supplier in advance of the content and scope of the recall measures, as far as possible and reasonable, and give them the opportunity to comment. Legal claims remain unaffected by this.

VIII. Property Rights

1. The supplier guarantees that the delivery and use of the delivered products do not infringe any third-party property rights (patents, trademarks, copyrights, or other industrial property rights).

2. The supplier shall indemnify us and our customers against all claims by third parties resulting from an infringement of such property rights and shall bear all costs incurred in connection therewith (including necessary legal costs).

3. In the event of an infringement of property rights, the supplier is obligated, at its own expense, to either

- obtain the necessary rights or
- modify or replace the delivered product in such a way that it no longer infringes the property rights of third parties and still fulfils the contractually agreed characteristics.

IX. Spare parts availability

1. The supplier undertakes to keep the spare and wear parts required for the delivered products in stock for a period of at least 10 years after the last delivery and to supply them at market prices.

2. If the supplier intends to discontinue the production of spare or wear parts, it must notify us in writing at least 12 months before the end of production and give us the opportunity to cover an appropriate final requirement.

3. If the supplier fails to meet its obligation to supply spare parts, we shall be entitled to purchase spare parts from third parties or to manufacture them ourselves (or have them manufactured). In this case, the supplier undertakes to provide the necessary documents, drawings, or tools upon first request.

X. Place of performance, place of jurisdiction

1. The place of performance for all mutual obligations is D-56626 Andernach, unless another place of performance has been agreed.

2. The law of the Federal Republic of Germany applies to all legal relationships between us and the supplier.

3. For all disputes arising from the contractual relationship, the court responsible for our place of business shall have exclusive jurisdiction, unless the supplier is a merchant or does not have a general place of jurisdiction in Germany. However, we reserve the right to sue the supplier at its general place of jurisdiction or at the location of its branch office.

XI. Miscellaneous

1. Should any provision of these terms and conditions or other agreements be or become invalid, the validity of the remaining provisions shall remain unaffected.

2. Our quality assurance conditions for suppliers valid at the time of ordering, the code of conduct for suppliers, and the policy statement on respect for human and environmental rights of Lahntechnik GmbH and duotemp Kältetechnik GmbH are an integral part of all orders. The supplier undertakes to consistently comply with the standards set out therein and to ensure that their agents also comply with them. The supplier shall not use any subcontractors to fulfil the contract if they know or should know that these subcontractors violate these standards.