

General Terms and Conditions of Purchase (GTCs)

Lanfer Automation + Robotics GmbH (LAR for short)

Valid from 01 June 2026

I. Order and its acceptance

1. Orders and agreements are only binding if they are issued or confirmed in writing by Lanfer Automation + Robotics GmbH, hereinafter referred to as "LAR". Written confirmation of the acceptance of orders must be sent to LAR immediately after receipt.
2. The execution of the order from LAR is considered acceptance of the LAR terms. In exceptional cases, if the prices are not agreed in advance, they must be specified in the order confirmation. The right of LAR to object and withdraw is reserved.
3. These GTCs apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the supplier (hereinafter referred to as SUPP) shall only become part of the contract if and to the extent that LAR has expressly agreed to their validity in writing. This consent requirement applies in any case, for example even if LAR accepts the seller's deliveries without reservation in the knowledge of the seller's general terms and conditions.

II. Prices

1. The agreed prices are fixed prices and are exclusive of the applicable statutory VAT, with carriage paid to the location of use including packaging and freight costs, unless otherwise expressly agreed in writing.
2. Price changes, in particular due to increases in material, energy or other costs, require the prior written consent of LAR. Unilateral price adjustments are excluded. This also applies to increases in costs as a result of force majeure, increases in raw material, energy or wage costs.

III. Trade clauses

The INCOTERMS in the version valid at the time of conclusion of the contract shall apply to the interpretation of trade clauses.

IV. Environmental, safety and other provisions

The SUPP is obliged to take all precautions necessary for environmental protection and accident protection with regard to the delivery item and to observe all other official and legal requirements. If the delivery item is intended for a destination abroad and the SUPP is aware of this, the environmental and accident or safety regulations applicable there must also be observed. LAR is entitled to demand a certificate from the competent employers' liability insurance association at the expense of the SUPP, which must show that all relevant provisions for the prevention of accidents have been complied with.

V. Delivery item

1. The delivery item must correspond to the contractually stipulated purpose and the state of the art applicable at the time of delivery. If the SUPP wishes to deviate from the contractually agreed delivery in individual cases because this is reasonable or necessary, it must first obtain the written consent of LAR. The obligation of the SUPP to deliver a defect-free item is not affected by the agreement of LAR.
2. The essential health and safety requirements for the design and construction of units according to the specifically applicable safety and machinery directives must be observed.
The SUPP shall ensure that the delivery item meets all applicable legal, regulatory and normative requirements at the time of delivery.
For deliveries from 20 January 2027, particularly Regulation (EU) 2023/1230 on machinery (Machinery Regulation) in its current version must be observed. For deliveries before this date, the respective applicable statutory provisions shall apply, particularly Directive 2006/42/EC (Machinery Directive).
The SUPP undertakes to provide all documents required for the marketing, the intended use and further processing by LAR in a complete, verifiable and unsolicited manner. These include in particular:

- a. EU declarations of conformity or incorporation
- b. Risk assessments
- c. Operating, installation and maintenance instructions
- d. Test and acceptance reports
- e. Safety data
- f. CE marking and required markings

If the delivery item is delivered as an incomplete machine or assembly, the SUPP shall provide a complete declaration of incorporation and the necessary technical documentation in accordance with the relevant regulations.

The SUPP is liable for ensuring that the delivered products do not have any formal or material CE defects. If LAR suffers damage or official measures as a result of incomplete or incorrect documentation, missing markings or incorrect declarations of conformity, the SUPP shall indemnify LAR against all claims resulting therefrom. /

All necessary documentation, explanations, inspections and markings are also part of the scope of delivery.

3. The following applies to the delivery of assemblies, machine components and complete units:
 - g. The SUPP is fully responsible for the design of the delivery item as a result of the process. All data and information required for the design will be provided by LAR to the SUPP upon request.
 - h. Components not manufactured by the SUPP are only approved according to the component description applicable to the respective order. Deviations are only permitted with the written permission of LAR.
 - i. Unless expressly agreed otherwise, the delivery item shall be painted in the colours specified for the order in accordance with LAR specifications.
 - j. An acceptance report shall be drawn up for the delivery item at the time of commissioning. The limitation period for claims for defects begins to run when LAR or the final customer signs the report.
 - k. The SUPP bears the risk of timely and complete procurement of the materials and services required for the fulfilment of the contract.
 - l. This does not apply to events of force majeure that were not foreseeable or avoidable even if reasonable care was taken.

VI. Delivery dates and delay

1. Partial deliveries and/or deliveries before the agreed date require the prior consent of LAR. The SUPP shall bear the additional costs arising from pre-shipment or partial delivery, such as freight/storage, etc., unless these deliveries have been expressly requested by LAR and LAR has expressly agreed to cover these costs.
2. The agreed delivery dates are binding and must be adhered to. If a certain calendar week has been agreed as the delivery date, the goods must be delivered by Friday at 1 p.m. at the latest.
3. If the SUPP realises that compliance with a delivery date is at risk, it must inform LAR immediately in order to allow for other possible arrangements.
4. In the event of default, LAR shall be entitled to the statutory claims.
5. The assertion of further damage remains unaffected.
6. If the SUPP is in default, LAR may – in addition to further statutory claims – demand a lump-sum compensation for its damage caused by default amounting to 0.1% of the agreed net order amount for each working day of delay, but not more than 5% of the net order amount in total. LAR reserves the right to prove a higher level of damage. The SUPP reserves the right to prove that no damage or only much smaller damage has occurred.
7. If LAR accepts a delayed performance, LAR will enforce an agreed contractual penalty in deviation from Section 341(3) BGB [Bürgerliches Gesetzbuch, German Civil Code] at the latest with the final payment.

8. The statutory provisions shall apply to the occurrence of a delay in acceptance by LAR. However, the SUPP must also expressly offer its services if a specific or determinable calendar time is agreed for an action or participation by LAR (for example, provision of material). If LAR is in default of acceptance, the SUPP may demand compensation for its additional expenses in accordance with the statutory provisions (Section 304 BGB). If the contract concerns an unjustifiable item to be manufactured by the SUPP (individual production), the SUPP shall only be entitled to further rights if LAR undertakes to cooperate and is responsible for any non-cooperation.

VII. Dispatch

1. The SUPP shall bear the wage and material costs for the loading and the shipping documents as well as for the usual commercial packaging, unless otherwise stipulated in the individual contract or by the agreement of INCOTERMS.
2. The specified weights shall be indicated on the accompanying documentation for all consignments. In the case of delivery on demand or temporary storage at LAR's request, proper storage and insurance must be ensured.
3. The invoice, delivery note and dispatch notice must be sent to LAR in their properly executed form.
4. The SUPP is obliged to provide complete technical documentation separate from the delivery of the delivery item, which corresponds to the legal regulations applicable at the time of delivery and the state of the art.
5. The SUPP is liable for the consequences of incorrect consignment note declaration. The notice of dispatch must be submitted immediately upon the dispatch of each individual shipment. If the designated receiving agency, department, order number, subject or issue note is missing from the shipping documents, all costs incurred as a result shall be borne by the SUPP.
6. If a price is agreed "ex works" or "ex warehouse", LAR will only cover freight costs in accordance with LAR procurement logistics. All costs incurred up to the time of handover to the carrier, including loading and without carriage, shall be borne by the SUPP.

VIII. Defective delivery and limitation period

1. The statutory provisions shall apply to LAR's rights in the event of material defects and defects in title of the goods (including incorrect and short delivery as well as improper assembly, faulty assembly, operating or usage instructions) and in the event of other breaches of duty by the SUPP, unless otherwise specified below.
2. In accordance with the statutory provisions, the SUPP is liable in particular for ensuring that the goods have the agreed quality when the risk passes to LAR. LAR shall also be entitled to withdraw from the contract and to claim compensation for damages instead of the (entire) performance in the event of only insignificant deviation from the agreed quality or in the event of only insignificant impairment of usability.
3. By way of derogation from Section 442(1) sentence 2 BGB, LAR shall be entitled to any claims for defects without restriction even if LAR is unaware of the defect at the time of conclusion of the contract as a result of gross negligence.
4. The statutory provisions (Sections 377, 381 HGB [Handelsgesetzbuch, German Commercial Code]) apply to the commercial duty of inspection and complaint with the following proviso: LAR's duty of inspection is limited to defects that become apparent during its incoming goods inspection including external inspection of the goods and inspection the delivery documents (for example transport damage, wrong delivery and short delivery) or that are recognisable during its quality control in the sampling procedure. As far as acceptance is agreed, there is no obligation to inspect. Moreover, it is important to determine the extent to which an inspection, taking into account the circumstances of the individual case, is appropriate in the ordinary course of business. LAR's obligation to notify the SUPP of defects discovered later remains unaffected. Without prejudice to LAR's duty to inspect, LAR's complaint (notification of defects) shall in any event be deemed

to be immediate and timely if it is sent within five working days of discovery or, in the case of obvious defects, from receipt of goods by LAR. If defects only become apparent through the subsequent, more intensive examination (for example, laboratory tests for chemical composition, complicated measurement or verification), it is considered timely if these defects are reported within two weeks of receipt of the goods in LAR's warehouse.

5. The SUPP shall bear the expenses necessary for the purpose of inspection and subsequent performance even if it turns out that there was no actual defect. The liability of LAR for damages in the event of an unjustified demand for rectification of defects remains unaffected; however, LAR shall only be liable if it has recognised or through gross negligence not recognised that there was no defect.
6. Without prejudice to the statutory rights and the provisions of Section 5: If the SUPP fails to fulfil its obligation to remedy the defect within a reasonable period of time set by LAR, at the discretion of LAR, by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery), LAR can remedy the defect itself and demand reimbursement of the expenses required for this or an appropriate advance from the SUPP. If the subsequent performance by the SUPP has failed or is unreasonable for LAR (for example due to particular urgency, risks to operational safety or the threat of disproportionate damage), no deadline is required; LAR will inform the SUPP immediately, if possible in advance, of such circumstances. If rectification is necessary, rectification shall be deemed to have failed after the unsuccessful first attempt at rectification.
7. Otherwise, in the event of a material or legal defect, LAR shall be entitled to reduce the purchase price or withdraw from the contract in accordance with the statutory provisions – i.e. even in the event of only insignificant deviation from the agreed quality or in the event of only insignificant impairment of usability. In addition, LAR is entitled to compensation for damages and expenses in accordance with the statutory provisions.
8. The limitation period for the assertion of defects is 24 months. In the case of goods deliveries, it begins with the handover, in the case of a contract for work, with acceptance, i.e. in each case with the time of the transfer of risk. The contractor shall be liable to us in principle for any form of fault, in particular also for any form of negligence of its employees, staff or other providers. The contractor shall be liable for the fault of its suppliers and subcontractors as well as for its own fault.
9. The new commencement of the limitation period as a result of subsequent performance shall apply exclusively to the specific subsequently rectified defect. Longer statutory limitation periods remain unaffected, as do further-reaching provisions on suspension of expiry, suspension and the new start of deadlines.

IX. Schutzrechte Dritter

The SUPP shall ensure that the delivery and use of the delivery item do not infringe the intellectual property rights of third parties, in particular patents, utility models, copyrights and competition rights, and shall indemnify LAR against all asserted claims of third parties.

X. Retention of title

1. The transfer of ownership of the goods to LAR must take place unconditionally and without regard to the payment of the price. If, however, LAR accepts an offer of transfer of ownership made by the SUPP as a result of payment of the purchase price in individual cases, the SUPP's retention of title shall expire at the latest upon payment of the purchase price for the delivered goods. In the ordinary course of business, LAR remains authorised to resell the goods even before payment of the purchase price, with advance assignment of the resulting claim (in the alternative, the simple retention of title extended to resale). In any event, this excludes all other forms of retention of title, in particular extended, forwarded and prolonged retention of title for the purposes of further processing.

2. Drawings and other documents, other means of production and provisions that are made available to the SUPP remain the property of LAR. Ownership of any other means of production paid by LAR shall pass to LAR. The aforementioned items may not be scrapped or made available to third parties – e.g. for the purpose of production – without the written consent of LAR. They may not be used for purposes other than those stipulated in the contract, such as delivery to third parties. They must be stored carefully by the SUPP at its expense for LAR during the execution of the contract.
3. The production and publication of images, photographs, drawings or other representations of the delivery item, in particular of assemblies, systems or project contexts, are only permitted with the prior written consent of LAR. This includes publications for marketing, reference or documentation purposes.
4. The SUPP is responsible for the maintenance, upkeep and servicing of the aforementioned items, unless otherwise contractually agreed.
5. LAR reserves all rights to drawings or products made in accordance with LAR's specifications, and to processes developed by LAR.

XI. Assignment, set-off and right of retention

1. Assignment of claims against LAR is only permissible if LAR has given its prior written consent. This also applies to silent assignments.
2. The SUPP is not entitled to offset any claims against LAR without the prior consent of LAR, unless the claim is undisputed or has been legally established.
3. The SUPP shall only be entitled to rights of retention and set-offs if they are based on the same contractual relationship and are undisputed or legally established.

XII. Place of performance, place of jurisdiction, applicable law

1. The place of performance for the delivery is the receiving agency specified by LAR.
2. The place of performance for the payment is Borken. Borken shall be the sole place of jurisdiction for deliveries and payments. The formal and substantive law of the Federal Republic of Germany, excluding the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods, applies exclusively and without restriction.

XIII. Payment

1. Unless otherwise agreed, payments shall be made within 30 calendar days of receipt of a proper invoice and complete delivery including the agreed documentation and taking advantage of the agreed discount conditions.
2. The payment period only starts on the day of receipt of the correct invoice by LAR, provided that the goods and proper documentation are received, in the case of earlier delivery only from the delivery time requested.
3. Invoices must be submitted in writing or electronically by email. Under no circumstances may the invoices be attached to the goods.

XIV. Other

1. If an application is made for the opening of insolvency proceedings against the assets of the SUPP, LAR is entitled to demand adequate security for parts of the performance not yet fulfilled.
2. Notwithstanding the foregoing, LAR shall be entitled to terminate the agreement in whole or in part with immediate effect for good cause.
3. LAR acquires ownership of the respectively paid delivery items as well as of parts already produced or worked on with payment. The SUPP keeps these free of charge for LAR.

4. The SUPP is obliged to treat all business matters and other information received from LAR that have become known to it in the course of the contract initiation and execution strictly confidentially and to make them available to third parties only with the consent of LAR.
5. Data protection / information security / cyber-security
 - a. The SUPP agrees that LAR shall store the data of the SUPP and the contracts concluded with the SUPP required within the scope of the business relationship via computer and use them only for its own purposes within its affiliated companies.
 - b. The legal and operational data protection regulations must be observed. If the SUPP processes personal data on behalf of LAR, a contract processing agreement in accordance with Art. 28 GDPR must be concluded before the start of processing.
 - c. The SUPP undertakes to comply with the generally accepted principles of lawful conduct (compliance), in particular the regulations on the fight against corruption, antitrust law, occupational safety and environmental protection.
 - d. The SUPP undertakes to take appropriate technical and organisational measures to protect against unauthorised access, manipulation, data loss and other IT security risks during the development, production and delivery of the delivery item.
 - e. If the delivery item contains software-based or networked components, the SUPP must ensure that these correspond to the state of the art in IT and information security at the time of delivery.
 - f. The SUPP undertakes to immediately correct known security-relevant vulnerabilities, to provide security-relevant updates and patches, to remove standard passwords before delivery or to force a change during commissioning.
 - g. If the SUPP becomes aware of security-relevant vulnerabilities or IT security incidents in connection with the delivery item that may have an impact on LAR or its end customers, the SUPP shall inform LAR immediately in writing.
 - h. The SUPP is liable for damages resulting from a culpable violation of these obligations and indemnifies LAR from third-party claims.