

Terms and Conditions of Purchase (as of 01/2024)

The following General Terms and Conditions of Purchase are an essential part of the contract and shall also be deemed to be the agreed content of the contract for subsequent orders, without the need for an express renewed reference to this.

They can only be changed by written agreement. Conflicting or deviating terms and conditions of the Supplier are hereby expressly rejected. The Supplier's terms and conditions shall only apply if they have been accepted by us in writing. The execution of the order shall be deemed to be an acceptance of our terms and conditions.

I. Ordering

1. Delivery contracts (order and acceptance) and delivery call-offs as well as their amendments and additions must be stated in writing. Delivery call-offs can also be made by remote data transmission.

2. If the Supplier does not accept the order within 3 weeks of receipt, Hymer LMB is entitled to cancel it. Delivery call-offs become binding if, at the latest, the Supplier does not object within 2 weeks of receipt.

3. Hymer LMB may, within the scope of reasonableness for the Supplier, demand changes to the design and type of the delivered item. The effects, especially with regard to additional and reduced costs as well as delivery dates, are to be regulated appropriately by mutual agreement.

II. Prices

Unless otherwise agreed, the agreed prices are fixed prices, which are "free" from the Hymer LMB plant and/or the shipping address specified by us, including costs for packaging, rolling and storage fees. If the Supplier reduces its prices up to the time of delivery, Hymer LMB shall take part in this reduction. Commercially available packaging will not be returned.

III. Delivery

Shipment is at the risk of the Supplier. Any agreements that are made – especially regarding execution and delivery dates – must be strictly adhered to. Unless otherwise agreed, the delivery time runs from the date of the order. Additional costs due to urgency for which the supplier is responsible or due to non-compliance with the shipping instructions shall be borne by the Supplier. For adherence to the delivery date, receipt of the goods is decisive. Over-delivery or under-delivery compared to the order is not permitted. Unagreed overdeliveries entitle us to the corresponding

valuation of the invoices as well as storage at the expense of the Supplier or return shipment at his expense. Shipping notices and delivery notes specifying the exact contents must be submitted in triplicate, with 2 copies attached to the shipment. Invoices must be submitted in triplicate. If the Supplier fails to meet the agreed delivery date, we may demand compensation for delays in the amount of 2% of the net order sum per calendar week, up to a maximum of 10% of the order sum in total. We reserve the right to assert claims for further damages (loss of production, order cancellations, compensation claims by customers, etc.). Hymer LMB is obliged to declare the reservation of the contractual penalty no later than upon payment of the invoice, which follows the delayed delivery.

IV. Test certificates

If required in the order, Hymer LMB must be provided with corresponding test certificates before delivery of the goods, which must be signed by the inspection service manager who is authorised to monitor production and its acceptance.

V. Payment conditions

1. Payment shall be made at our discretion within 30 days less 4 % discount, in each case in the decade following the due date for payment. In the event of an advance payment to be made by Hymer LMB amounting to €5,000.00 or more, the Supplier shall provide free security for Hymer LMB in the form of a bank guarantee. In the case of acceptance of early deliveries, the due date is based on the agreed delivery date.

2. Payment shall be made by bank transfer.

3. In the event of a faulty delivery, Hymer LMB is entitled to withhold payment on a pro rata basis until the order has been properly fulfilled.

4. The Supplier shall not be entitled to assign its claim against it or have it collected by third parties without the prior written consent of Hymer LMB, which may not be unreasonably refused. In the event of an extended retention of title, the consent shall be deemed to have been granted. If the Supplier assigns its claim against Hymer LMB to a third party contrary to sentence 1 without their consent, the assignment shall nevertheless be effective. However, Hymer LMB may, at its discretion, provide with a discharging effect to the Supplier or the third party.

VI. Notification of defects

Defects in the delivery must be reported to Hymer LMB in writing without delay as soon as they are discovered in accordance with the circumstances of a proper business process. In this respect, the Supplier waives the objection to the delayed notification of defects.

VII. Quality and documentation

1. The Supplier must comply with the recognised rules of technology, the safety regulations and the agreed technical data for its delivery. Changes to the delivery item require the prior written consent of Hymer LMB.

For the initial sample inspection, reference is made to the VDA document “VDA Volume 2 Assurance of the Quality of Deliveries – Production Process and Product Release” - 6. Revised edition 04/2020, referenced. Irrespective of this, the Supplier must constantly check the quality of the deliverables. The contracting parties shall inform each other of the possibility of quality improvement.

2. If the type and scope of the tests as well as the test equipment and methods are not firmly agreed between the Supplier and Hymer LMB, Hymer LMB shall be prepared to discuss the tests with the supplier at the request of the Supplier within the framework of its knowledge, experience and possibilities in order to determine the respective required state of the test technology. In addition, Hymer LMB shall inform the Supplier of the relevant safety regulations upon request.

3. In the case of motor vehicle parts specially labelled in the technical documents or by separate agreement, for example with “D”, the supplier must also keep special records of when, how and by whom the delivery items have been tested with regard to the characteristics requiring documentation and what the results of the required quality tests were. The test documents shall be retained for 10 years and submitted to Hymer LMB as required. The supplier must obligate upstream suppliers to the same extent within the scope of the legal possibilities. As a guideline, reference is made to the VDA document “Verification – Guidelines for the Documentation and Archiving of Quality Requirements”, 3. edition 2008.

Insofar as the Supplier has to provide material samples, test reports, quality documents or other contractually agreed documents, the completeness of the delivery and service also presupposes the receipt of these documents by Hymer LMB.

4. Insofar as authorities responsible for product safety require insight into the production process and the test documents of Hymer LMB in order to verify certain requirements, the Supplier shall, at the request of Hymer LMB, grant them the same rights in its operations and provide every reasonable support in this regard.

5. The Supplier guarantees that the goods and deliveries comply with the applicable statutory regulations, in particular that the requirements of the applicable Packaging Ordinance, the RoHS Directive, the Act on the Placing on the Market, Return and Environmentally Sound Disposal of Electrical and Electronic Equipment (Electrical and Electronic Equipment Act - ElektroG), the Battery Ordinance and the EU Chemicals Regulation REACH are complied with and implemented. Furthermore, the Supplier guarantees that any copyright charges incurred have been paid to the corresponding collecting companies. In accordance with Section 54 d of the German Copyright Act (UrhG), reference must be made to the copyright charges included in the Supplier's invoices.

6. The Supplier shall comply with the attached Code of Conduct for Suppliers, which is available on the Hymer LMB website.

VIII. Liability for defects

1. In the event of delivery of defective goods, Hymer LMB may, if the respective legal and the following conditions are met and unless otherwise agreed, demand the following:

a) Before the start of production (processing or installation), Hymer LMB shall first give the Supplier the opportunity to sort out and rectify defects or make a subsequent (replacement) delivery, unless this is unreasonable for Hymer LMB. If the Supplier is unable to do so or fails to comply with this immediately, Hymer LMB may withdraw from the contract without further notice and return the goods at the Supplier's risk. In urgent cases, Hymer LMB may, after consultation with the supplier, carry out the rectification of defects itself or have it carried out by a third party. Any costs that are incurred as a result shall be borne by the Supplier. If the same goods are repeatedly delivered with defects, Hymer LMB shall also be entitled to withdraw from the contract for the unfulfilled scope of delivery following a written warning if the delivery is once again defective.

b) If the defect is not discovered until after the start of production despite compliance with the obligation in accordance with Section VI (notification of defects), Hymer LMB – in accordance with Section 439 Paragraphs 1, 3 and 4 BGB (German Civil Code) - may demand supplementary performance and reimbursement of the transport costs required for the purpose of supplementary performance (excluding towing costs) as well as removal and installation costs (labour costs; material costs if agreed) or reduce the purchase price.

c) In the event of a culpable breach of duty going beyond the delivery of defective goods (e.g. in the case of a duty to inform, advise or inspect), Hymer LMB may demand compensation for the resulting consequential damage caused by the defect and the consequential damage reimbursed by Hymer LMB to its customer in accordance with the law (in accordance with Section IX).

Consequential damage due to defects relates to the damage suffered by Hymer LMB due to the delivery of defective goods to legal goods other than the goods themselves.

Hymer LMB shall only be entitled to further claims for expenses and damages due to the delivery of defective goods from Section 437 of the German Civil Code (BGB) or directly from the provisions mentioned therein if this has been contractually agreed.

2. The parts to be replaced by the Supplier shall be made available to the Supplier by Hymer LMB immediately upon request and at its own expense.

3. Claims arising from liability for defects expire 24 months after delivery to Hymer LMB.

4. Claims for defects shall not arise if the defect is due to a violation of operating, maintenance and installation instructions, unsuitable or improper use, incorrect or negligent handling and natural wear and tear as well as interventions in the delivery item carried out by Hymer LMB or third parties.

5. In the event of defective deliveries, claims of Hymer LMB arising from the Product Liability Act, unauthorised action and management without mandate shall remain unaffected by Section VIII. No. 1 - 4. Quality and durability guarantees must be expressly designated as such in writing.

IX. Liability

Unless otherwise stipulated elsewhere in these Terms and Conditions, the Supplier shall only be obliged to compensate Hymer LMB for damages incurred directly or indirectly as a result of a faulty

delivery, due to a breach of official safety regulations or for any other legal reason attributable to the Supplier.

1. In principle, the obligation to pay damages only exists if the Supplier is at fault for the damage caused by him.
2. If claims are brought against Hymer LMB on the basis of third-party liability that is not due to fault, the Supplier shall take action against Hymer LMB insofar as it would also be directly liable. The principles of Section 254 of the German Civil Code (BGB) shall apply accordingly to the compensation between Hymer LMB and the Supplier. This also applies in the event of a direct claim by the Supplier.
3. The obligation to pay compensation is excluded insofar as Hymer LMB has effectively limited its liability towards its customer. Hymer LMB shall endeavour to agree limitations of liability in favour of the Supplier to the extent permitted by law.
4. Claims by Hymer LMB are excluded insofar as the damage is attributable to Hymer LMB's violation of operating, maintenance and installation instructions, unsuitable or improper use, faulty or negligent handling, natural wear or faulty repair.
5. The Supplier shall be liable for measures taken by Hymer LMB to prevent damage (e.g. recall campaign) insofar as it is legally obliged to do so.
6. Hymer LMB shall inform and consult the Supplier immediately and comprehensively if it wishes to make use of it in accordance with the provisions stated above. He shall give the Supplier the opportunity to investigate the case involving damage. The Parties shall agree on the measures to be taken, especially in the case of settlement negotiations.

X. Subcontracting

Further subcontracting is only permitted with the written consent of Hymer.

XI. Retention of title

Insofar as Hymer LMB provides parts to the Supplier, Hymer LMB reserves title to these. Processing by the Supplier is carried out for Hymer LMB. If the reserved goods are processed by Hymer LMB with other items not owned by Hymer LMB, Hymer LMB shall acquire co-ownership of the new item in proportion to the value of its parts to the other processed items at the time of processing.

XII. Assignment of claims, offsetting

The assignment of claims of the Supplier against us is only permitted with our prior written consent. If an assignment is made without our consent, we are entitled to withdraw from the contract. The same applies if insolvency proceedings are initiated against the Supplier.

XIII. Drawings, samples, tools

Drawings, samples, models, tools, etc. remain the property of Hymer LMB and may only be used for the execution of orders of Hymer LMB. The Supplier is only entitled to duplicate drawings, samples, etc. or to use them for deliveries to third parties with the written consent of Hymer LMB. Copies made for the execution of the order must be sent to Hymer LMB after completion of the order without any claim for compensation. Tools, moulds and similar manufactured in whole or in part at the expense of Hymer LMB shall become the property of Hymer LMB upon manufacture. They must be marked by the Supplier in such a way that they are recognisable as the property of Hymer LMB, and must be carefully stored, maintained or replaced so that they can be used at any time. In the event of production difficulties on the part of the Supplier, especially the event of a sustained delay in delivery, Hymer LMB shall be entitled to demand that the tools, moulds and the like are paid for in whole or in part by Hymer LMB and provided free of charge. The Supplier must provide these tools, moulds and similar to insure against the usual risks, in particular against destruction or damage, at its expense in favour of Hymer LMB on the basis of the replacement value, if any. They may only be scrapped with the approval of Hymer LMB.

XIV. Third party property rights

The Supplier is responsible for ensuring that its deliveries to Hymer LMB and the use and/or resale of the manufactured objects by Hymer LMB do not infringe patents or other property rights of third parties in Germany and abroad. The Supplier shall hold Hymer LMB harmless from third-party claims for licence fees or damages. In the event of legal disputes with third parties concerning industrial property rights, the Supplier shall assist Hymer LMB and indemnify us against costs.

XV. Compliance with safety regulations

When devices and units are delivered, they must comply with the latest safety regulations for their operation and function and must be approved by the responsible safety supervisory body upon delivery or acceptance of use and authorised for use for the intended purpose.

XVI. Transportation lock

In the case of deliveries in accordance with INCOTERM CIP or CIF, the Supplier must take out transport insurance for us free of charge.

XVII. Data privacy policy

1. The contracting parties shall treat all non-public commercial and technical details that they become aware of through the business relationship as business secrets.
2. Drawings, models, templates, samples and similar objects may not be passed on to unauthorised third parties or otherwise made accessible. The reproduction of such objects is only permitted within the framework of operational requirements and copyright provisions.
3. Sub-suppliers are to be obligated accordingly.
4. The contracting parties may only advertise their business relationship with their prior written consent.

XVIII. Data protection

Hymer LMB is entitled to process all data about the Supplier for its own purposes in compliance with the provisions of the General Data Protection Regulation (GDPR) (EU) 2016/679.

XIX Place of performance, place of jurisdiction and applicable law

The place of performance is Wangen im Allgäu. The place of jurisdiction for all disputes arising from or in connection with the contracts is Ravensburg Regional Court (Landgericht Ravensburg). However, as plaintiff, Hymer LMB is entitled, at its choice to bring the action before the court responsible for the Supplier's registered office.

The law of the Federal Republic of Germany shall apply exclusively, unless otherwise agreed. The application of the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods is excluded.

XX. Severability clause

The contract shall remain binding even in the event of legal ineffectiveness or an amendment concerning individual points of its Terms and Conditions. The contracting parties shall immediately replace ineffective provisions with a new provision that comes as close as possible to the economic purpose of the ineffective provision.