

## **General Terms and Conditions of Purchase**

### **1. General**

These terms of business apply to all current and future business relationships. Any other general terms of business that differ, conflict with or supplement these terms shall not form any part of this contract, even if they become known, except where their validity is expressly agreed in writing. Our terms of business are authoritative for our orders. Any confirmations by the agent with reference to his own terms of business are hereby excluded.

### **2. Dispatch**

Shipping instructions, particularly dispatch addresses, must be followed as accurately as possible. The execution (delivery and dispatch) must be agreed between the agent and the principal. Delivery notes, dispatch notes and other shipping documents must be sent to the principal, the dispatch address and where relevant to other specified recipient addresses, and must accompany the consignment.

### **3. Accounting and Payment**

Except where specified otherwise, the invoice including any necessary inspection documents should be sent to the invoicing address specified in the order within 14 days of successful performance. Except where any contractual agreement to the contrary exists, payment shall be made within 30 days of receipt of invoice where the delivery is free of defects. Payments are made with the condition that a correction may be made if complaints are subsequently raised.

### **4. Assignment of Claim**

The agent is not entitled to assign his claim against the principal to third parties or to have it collected by third parties.

## 5. Transfer of Risk

The risk shall pass to the principal when the goods arrive at the point of receipt specified by the principal. Where the goods are collected by the principal, the risk shall pass to him at the time that the consignment leaves the loading point or warehouse of the agent.

## 6. Warranty

The principal remains entitled to all statutory warranty claims without restriction. The agent shall be liable for any defects in the goods with a limitation period of 24 months. The limitation period begins from the time of delivery of the goods.

Any faults or defects arising during the limitation period shall be rectified through either repair or replacement by the agent at his own expense, at the principal's discretion.

If the agent fails to meet his obligations in respect of a notification of defect within a reasonable period, the principal shall be entitled, without imposing a further grace period, to rectify the defect himself or have the defect rectified by a third party and to assert a claim against the agent for the costs incurred.

If the supplementary performance is unsuccessful, the principal shall have the right to withdraw or to reduction of the purchase price. Compensation claims for damages are unaffected.

The agent shall take out public liability insurance including cover for workmanship defects at his own expense and shall provide evidence of this to the principal on request.

## 7. Liability

The agent shall be liable for any breach of his obligations and for the resultant damages, where he is responsible for the breach of obligations. He is further obliged to indemnify the principal from all claims by third parties that such parties may assert against the principal because the goods supplied by the agent were defective.

## 8. Termination

The principal is entitled, with a period of notice of 14 calendar days (special arrangements may be made) from the date of order to cancel the order for a period specified by him, in whole or in part. In the event of a cancellation the agent may charge the principal for the costs that have

demonstrably arisen up to the time at which notice of the cancellation was received. No further claim exists.

If the principal terminates for an important reason that is the fault of the agent, the agent shall receive only that part of the remuneration that corresponds to the part of the service performed previously and useable by the principal, measured against the overall performance. No further claim for remuneration by the agent exists. The agent shall be liable for compensation for the damages arising to the principal from the termination, including any consequential damages.

The principal may terminate in extraordinary circumstances without complying with a notice period where the agent suspends his services or where an insolvency proceedings is applied for or initiated against his assets.

## **9. Data protection**

The agent hereby agrees that the principal or agencies acting on his behalf may store, process and use the data relating to the business relationships with the purchaser under the Federal Data Protection Act in electronic form.

## **10. Advertising**

The agent is entitled to use information regarding his cooperation with the principal for reference and marketing purposes, provided that the principal has agreed to this in writing.

## **11. Values and Guidelines (Compliance and Corporate Social Responsibility)**

LSR complies with all legal requirements.

LSR has internal behavioural guidelines, observance of which is consistently and continuously monitored.

LSR is committed to its responsibility to society and supports environmental protection.

LSR appreciates its business partners and strives to ensure sustainable partnerships by dealing with all partners in a fair and legal manner.

Bribery, collusion, or other illegal actions are not acceptable ways for LSR to generate orders.

LSR is committed to fair and law-abiding behaviour in competition. This includes condemning child labour. For this reason, LSR will not purchase products that were produced using child labour.

The LSR respects the personal dignity of every individual and supports the observance of recognized human rights. LSR opposes any form of discrimination.

## **12. Other**

The governing law is the law of the Federal Republic of Germany. The provisions of the UN Sales Convention (CISG) have no application. The sole place of jurisdiction for both contractual parties in the event of disputes shall be Monchengladbach. This shall also apply where the agent has no general place of jurisdiction in Germany.

Should individual provisions of the contract with the agent, including these general terms of business, be or become partly or wholly ineffective, the validity of the remaining provisions shall not be affected. The wholly or partly ineffective provision should in such cases be replaced by another provision whose commercial success approaches that of the ineffective provision as closely as possible.

Last updated: March 2017