

In these General Terms and Conditions of Purchase, unless the Parties agree otherwise in the regions, Buyer shall mean:

**LKQ Europe GmbH** a company incorporated under the laws of Switzerland (company number CHE-317.163.273) whose registered office is at Zählerweg 10, 6300 Zug, Switzerland, acting for itself and the LKQE Affiliates (hereinafter referred to as “LKQE” or “Buyer”).

## 1. Agreement

As used herein, the term „Goods“ shall include both tangible and intangible goods, including software, service requirements and any related software and/or documentation that may accompany the Goods. Reference to „Goods“ shall where appropriate be deemed to include services.

The term “Affiliate” of Buyer or Supplier shall mean any entity or person which: (i) is controlled by Buyer or Seller; or (ii) controls Buyer or Seller; or (iii) is under common control with Buyer or Seller. An entity is considered an Affiliate only so long as such ownership or control exists.

These general terms and conditions of purchase (“Terms and Conditions”) shall exclusively govern any agreements entered into and all purchase orders placed (together with these Terms and Conditions referred to as an “Agreement”) between Buyer and you (“Supplier”), relating to the purchase by Buyer and sale by Supplier of Goods unless specifically agreed otherwise in writing by Buyer. Any terms and conditions set forth on any document or documents issued by Supplier, at any time, are hereby explicitly rejected to the fullest extent and shall not be binding on Buyer, who does not intend to enter into an agreement other than under these Terms and Conditions. For the avoidance of doubt, the acceptance of these Terms and Conditions shall preclude any argument of, or imposition by, the Supplier that their terms apply to any arrangement between Buyer and Supplier. Any changes to these Terms and Conditions must be specifically agreed to (in writing) by Buyer, signed by an authorised signatory of Buyer and attached as special conditions to these Terms and Conditions (“Special Conditions”).

## 2. Timing and delivery

Time is of the essence for the purposes of Supplier’s obligations under the Agreement. In the event Supplier for any reason anticipates any difficulty in complying with any agreed delivery date, its capacity to supply Goods ordered by Buyer or otherwise in accordance with any requirement of the Agreement, Supplier shall promptly notify Buyer in writing and Supplier shall (without undue delay):

a) use its best efforts to accommodate any reasonable request by Buyer to reschedule confirmed delivery dates, or to change other parts of any Agreement;

b) provide information in writing concerning the status of any order, shipments and/or payments due and such other items relating to the business flow between Supplier and Buyer; and

c) inform Buyer immediately when it anticipates such constraints and provide suitable assurances to Buyer that its requirements will be adequately serviced.

All Goods shall be delivered in accordance with the latest version of Incoterms as issued by ICC and agreed in writing by Buyer, and risk and title to the Goods (free and clear of any encumbrances and any third-party rights) shall pass to Buyer on delivery, unless expressly otherwise agreed in writing (Special Conditions) by Buyer. Supplier shall make no deliveries before the agreed delivery date(s) and Buyer shall not be liable for any costs caused by or related to production, installation, assembly, commissioning or any other work related to such Goods prior to delivery, except as explicitly agreed to by Buyer. As a minimum requirement, such Goods shall comply with all applicable quality and certification standards.

Supplier shall pack, mark and ship the Goods in such manner as to prevent damage during transport and which facilitates unloading, handling and storage. For all software, including without limitation device drivers, firmware and any necessary software for the proper operation and support of the Goods (collectively “Software”), Buyer and its Affiliates are granted a perpetual, non-exclusive, non-transferable, irrevocable, royalty-free, worldwide right and license to use, reproduce, prepare derivative works of and distribute the Software in connection with Buyer’s distribution and support of the Goods including without limitation distribution in electronic form (e.g. via Buyer’s website). Supplier agrees to provide all updates and modifications to the Software to Buyer during the term of the Agreement without additional charges. Any license fees for Software shall be included in the purchase price or any other amounts payable under the Agreement.

## 3. Warranties and returns

Without prejudice to any warranty express or implied, by law, Supplier expressly warrants and represents to Buyer that all Goods (including without limitation any labels, cartons, packaging and literature and any replacement or repaired Goods) to be supplied to Buyer shall be:

a) of good quality, design, materials, construction and workmanship (at least to industry standards), and that all Goods are free from defects and conform strictly to any specifications or approved samples and all other requirements of the Agreement;

b) are suitable for the intended purpose and do not violate any third party rights. This applies particularly to intellectual property rights such as trademarks, patents and design rights.

c) comply with the requirements of all applicable laws, statutory rules, orders, regulations, UK, European and International standards, safety standards and testing and all other requirements, regulations or legislation (whether national or international) which apply to such Goods in particular and where applicable the Supplier will be responsible for ensuring that the Goods comply with the requirements of REACH, the EU regulation on the control of chemicals);

d) have all necessary and accurate markings (including UKCA, CE and/or UKNI (as applicable)) labelling, safety and data sheets, licences, permits and consents;

e) (where appropriate) accompanied by relevant advice sheets and/or clear instructions (to LKQE or any end-customer of LKQE) relating to any conditions of storage, assembly use or operation required for the Goods (including any environmental, operating or facilities requirements that need to be met); and

f) unless otherwise agreed between the parties (in writing or by virtue of the Special Conditions), be free from any duties and/or tariffs (Customs Costs), and the Supplier shall indemnify the Buyer for any such Customs Costs in the event they are payable.

In the case of non-compliance with this warranty, Buyer may, at its discretion and without prejudice to any other right or remedy available under the Agreement or at law, reject the Goods which do not comply with the provisions of this clause 3 (hereinafter referred to as Goods having a “defect” or “defective Goods”) by written notice to Supplier. In the event of such rejection or if Buyer detects any Goods having a defect after acceptance thereof, Buyer, at its option, shall be entitled to a full refund or credit note of the purchase price of the defective Goods, or may require Supplier to remedy promptly the non-conformance or to replace the defective Goods. In such event Supplier shall be responsible for and indemnify (and hold harmless) Buyer against any and all costs of repair, replacement and transportation of the defective Goods, as well as for all costs and expenses (including, without limitation, recall, inspection, handling and storage costs) and damage incurred by Buyer in

connection with such defective Goods. Risk to the Goods shall pass to Supplier as from the notice of rejection.

Where the Buyer holds or purchases any quantity of stock of Goods from Supplier, including agreed surcharges (“Stocked Goods”) and wishes to return any Stocked Goods to Supplier, then the Buyer may return such Stocked Goods to the Supplier. The Supplier shall accept those Stocked Goods and arrange the collection of such Goods at Supplier’s expense. The Buyer shall raise a debit note in an amount equal to the value determined as correct by both Buyer and Supplier, at that time, for the returned Stocked Goods.

## 4. Payment

Subject to acceptance of the Goods by Buyer, payment shall be made upon a properly submitted (and undisputed) invoice and according to the terms, currency and methods of payment stated in any Special Conditions to these Terms and Conditions. In the absence of such conditions, payment shall be sixty (60) days following the date on which the Goods are delivered or (if applicable) installed and commissioned, in the currency specified on the purchase order. In case of mandatory laws and regulations providing otherwise, the maximum payment term authorised by such laws and regulations shall apply. Buyer shall, at all times, have the right to set-off any amounts owed by Supplier or any of its Affiliates to Buyer or any of its Affiliates against amounts owed by Buyer or any of its Affiliates to Supplier or any of its Affiliates.

Buyer shall pay the amount of VAT (or equivalent sales tax) properly chargeable only on receipt of a valid Invoice from Supplier, issued in accordance with the laws and regulations of the country in which the VAT is chargeable to Buyer. Supplier agrees that it shall provide any information and copies of any documents within its control to the extent reasonably requested by Buyer for the purpose of determining the amount of VAT chargeable on any supply made under this Agreement, establishing the place of supply for VAT purposes or complying with its VAT reporting accounting obligations. The same applies for credit notes.

## 5. Prices and rebates

All prices are exclusive of VAT (or any equivalent sales tax which may be applicable), but inclusive of all other costs including insurance, delivery, packaging and labelling. A potential price adjustment is only allowed when specified in any Special Conditions to these Terms and Conditions and subject always to LKQE’s prior written approval. Supplier warrants that the prices for Goods will not be less favourable than prices applicable to sales by Supplier to any other customer purchasing like quantities of substantially comparable products.

Supplier shall pay Buyer any rebate or incentive (as applicable) by way of credit note(s), either by set-off and deduction of payments from Buyer to the Supplier (with a formal credit note being issued to Buyer) or according to any Special Conditions agreed in writing by Buyer.

## 6. Inspection

Buyer shall have the right to inspect and/or test the Goods at all times and places. Payment, inspection, testing or physical acceptance of any Goods by Buyer shall not relieve Supplier of any of its obligations under the Agreement, nor shall it constitute acceptance or approval of any Goods which do not conform to the Agreement and/or which have latent defects, or constitute or operate as a waiver of any defect, nonconformity, breach by the Supplier or any rights or remedies available under the Agreement or at law.

## 7. Indemnification and liability

Without prejudice to any other right or remedy available to Buyer under the Agreement or at law, Supplier shall indemnify, defend and hold LKQE and its Affiliates and their successors and assigns, harmless from and against all liabilities, claims, suits, losses,

damages, costs and expenses (including reasonable attorney's fees), whether direct or indirect, arising from or relating to a third party's claim arguing that the Goods constitute(d) infringement, violation or misappropriation of any intellectual property right or other proprietary right of a third party. Without prejudice to any other right or remedy available to Buyer under the Agreement or at law, Supplier (1) shall procure the right for Buyer to continue to use the Goods at no extra costs to Buyer, and/or (2) agrees that it will indemnify, defend and hold Buyer, its Affiliates and their successors and assigns harmless from and against all liabilities, including without limitation product liability, claims, losses, damages, costs and expenses (including reasonable attorney's fees and recall costs), whether direct or indirect (including, without limitation, loss of profits), arising from or relating to Supplier's (or its officers', employees', agents' or subcontractors') failure to comply with any of its obligations under the Agreement.

In no event shall Supplier be entitled to loss of profits, revenue, goodwill, or production downtime, or indirect, special, incidental or consequential damages, even if Buyer is advised of the same.

Supplier represents and warrants that, to the best of its knowledge after proper due diligence and inquiry, software or other Goods to be provided to Buyer for use or distribution by Buyer (including in Buyer's product packages or through a download from Buyer's website, or otherwise) does not include any portion of any Open Source Software. Supplier agrees that it will defend, indemnify and hold harmless Buyer and its customers against any and all losses, damages, costs and expenses arising from a breach by Supplier of any of its obligations or representations hereunder, including, without limitation, any third-party claims in connection with any such breach.

For the purpose of this representation and warranty, the term Open Source Software means:

(i) any software that requires as a condition of use, modification and/or distribution of such software, that such software:

- (a) be disclosed or distributed in source code form;
  - (b) be licensed for the purpose of making derivative works; and/or
  - (c) can be redistributed only free of enforceable intellectual property rights (e.g., patents); and/or
- (ii) any software that contains, is derived in any manner (in whole or in part) from, or statically or dynamically links against any software specified under (i).

## 8. Confidential information

Supplier agrees to treat as confidential and to use only for the purposes of the Agreement all information, including but not limited to technical and commercial information, which is provided "as is" in whatever form or medium by or on behalf of LKQE and of its Affiliates and to give access to such information only on a need to know basis to its employees and not to transfer, publish, disclose or otherwise make available such information or any portion thereof to any third party without LKQE's prior written consent. All information shall remain LKQE's property and no licenses or rights are granted in any such information and Supplier shall, upon LKQE's demand, promptly return to LKQE or destroy all such materials and information, not retaining any copies thereof, upon LKQE's demand. Supplier shall not use the name, logo, trademark, or any other reference to LKQE, either direct or indirect, in press releases, advertisements, sales literature or other publications and shall not disclose the existence or the terms and conditions of the Agreement, without the prior written consent of LKQE.

## 9. Intellectual property rights

The Supplier owns or has a licence and with such authority hereby grants to the Buyer (including any customer of the Buyer or user of the Goods) a royalty free, worldwide, non-exclusive (perpetual and irrevocable) licence to use any intellectual property rights in the Goods and/or services (including the rights to use photographs, marketing material, specifications, text and trade marks for sale or distribution to third parties).

Supplier agrees that any information, drawings, know-how, specifications, designs, concepts, techniques, developments, inventions, technologies and other work products generated or developed in the course of work performed under the Agreement by Supplier and any intellectual property and other proprietary rights therein or thereto shall vest in Buyer. Supplier assigns or shall cause to be assigned to Buyer all right, title and interest to any and all such items and rights and to do everything necessary to perfect such rights and to protect Buyer's interest therein. Supplier shall inform any third parties who might seek recourse thereon of Buyer's proprietary rights; Supplier shall immediately inform Buyer of such an event.

## 10. Insurance

The Supplier shall maintain appropriate insurance for the term and for 5 years after expiry or termination of the Agreement with a reputable insurer with such as product liability insurance, intellectual property insurance and third party/public liability (including property damage) to the level which may be considered reasonable for the risks associated with the supply of the Goods and liability arising under this Agreement. The Supplier shall provide the certificate of the insurance to LKQE upon request. The Supplier is obliged to deliver the updated certificate of insurance in case of any changes, expiry or renewal.

## 11. Termination

Buyer may terminate the Agreement at any time, and without cause, by giving written notice to Supplier of at least (30) days in advance. In such event, Supplier shall be paid under the terms and conditions of the Agreement for the Goods and services provided to Buyer prior to the effective date of termination. The payment shall in no case exceed the amount of the Purchase Order, minus any payment already made by Buyer before the termination. LKQE will not incur any liability for termination where the Supplier fails to comply with one or more of the terms of this Agreement. In all other cases, the Supplier will take all reasonable steps to minimise any loss it incurs as a result of such termination. LKQE will not be liable for any loss of profit, revenue or consequential loss or damage. LKQE's aggregate liability in respect of any order for Goods and these terms and conditions whether in tort (including negligence) or contract howsoever arising shall (except in respect of death, personal injury or as otherwise excluded by law) be limited to 100% of the total value of the Goods ordered under any purchase order.

If Supplier fails to comply with any obligations of the Agreement, Supplier shall be in default without further notice being required. In the event of default, insolvency or bankruptcy proceedings are instituted against Supplier (including voluntary insolvency or bankruptcy proceedings), Supplier is liquidated or dissolved, any attachment is made over the assets of Supplier or on its behalf, Supplier makes an unauthorized assignment for the benefit of creditors, or any other person or entity than the person or entity having control over Supplier at the date of the Agreement acquires control over Supplier, Buyer shall be entitled to rescind or terminate the Agreement, in whole or in part, without prejudice to any other rights or remedies available to Buyer under the Agreement or at law (including, without limitation, the right to seek damages). If Buyer for any reason anticipates any difficulty for Supplier in complying with any obligations of the Agreement, Buyer shall be entitled to require Supplier to remedy such non-compliance within a period to be set by Buyer in its discretion.

All provisions of the Agreement destined to survive the dissolution, termination or expiration thereof shall survive such dissolution, termination or expiration.

## 12. Force majeure

A "Force Majeure" event is considered any event that is unpredictable, beyond the control of and exterior to the will of the Parties, and which prevents the fulfilment, in whole or in part, of a Party's contractual obligations. More specifically, Force Majeure events may include (i) civil or foreign war, (ii) riots, (iii) fire, (iv) tremendous water damages, (v) governmental decisions, (vi) enactment or implementation of

regulations or legislation or any other restriction that has not been foreseeable, (vii) explosion, and (viii) natural disasters. For the avoidance of doubt, any production bottlenecks, the lack of the required import/export licenses or import/export authorizations of the authorities, lack of qualified personnel, or financial problems on the part of the affected Party shall not be deemed to be Force Majeure events, unless otherwise evidenced by the claiming Party to the reasonable satisfaction of the other party.

If a Party is prevented, hindered or delayed in or from performing any of its obligations under the Agreement by a Force Majeure Event as described above ("Affected Party"), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations as long as the Force Majeure Event is in place. The time for performance of such obligations shall be extended accordingly. The Affected Party shall immediately notify the other Party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement and use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations and resume performance. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 30 days in a row, the Party not affected by the Force Majeure Event may terminate this Agreement by giving 14 days written notice to the Affected Party.

## 13. Compliance with laws and lKq code of conduct

Supplier shall comply at all times with all applicable legal and regulatory requirements, in particular those in the Supplier and Buyer's home countries, and those locations where the Goods will be produced, delivered or reasonably anticipated to be used. Supplier shall be responsible for all applicable due diligence and continuous monitoring related to this clause 13, and procures that it shall evidence the same to the Buyer upon request. Without limiting the foregoing, Supplier expressly agrees to comply with the following:

a) Origin, Preferences, Certificates: The Supplier shall comply with the applicable custom laws and provide information about the country of origin of their goods. The Supplier shall, for any and all goods delivered to LKQE, provide LKQE with a long-term supplier declaration confirming the preferential status of the goods ("goods with preferential origin of EC" or „goods without preferential origin of EC"). If applicable the Supplier shall also provide LKQE with a declaration of conformity and/or a valid type-approval certificate of the goods.

b) Prohibition of Illegal Payments: Supplier forbids itself all initiatives which could expose Buyer, or any entity and/or person related thereto, to a risk of penalties by virtue of the legislation which forbids illegal payments, especially bribes and gifts of amounts unreasonable, gifts to civil servants from an administration or a public organization, gifts to political parties or their members, gifts to candidate for elections, or gifts to Buyer's employees.

c) Prohibition on Child and Forced Labour: Supplier warrants and represents that it (1) does not engage in or condone the unlawful employment or exploitation of children in the workplace, as further defined in 3 below; (2) does not engage in or condone the use of forced labour, defined as any work or service extracted from any person under the menace of any penalty and for which said person has not offered himself voluntarily; and (3) does not employ persons below the age of 18, unless the local minimum age law is set below 18, in which case the lower age will apply subject to the relevant workplace and working time protections being in place. In addition, Supplier agrees to enforce these requirements with its subcontractors.

d) Environmental laws and regulations: Specifically, and without limiting the foregoing, all Goods and packaging, shall not contain any asbestos or other prohibited substances;

e) Personal Data and Privacy Laws: In case of processing of personal data, with all obligations under the law, including specifically, but without limitation, the EU Data Protection Laws and other comparable legal requirements. In all such cases, Supplier agrees to negotiate with Buyer the specific terms applicable to the treatment of any personal data at issue and enter into any additional agreements required by relevant laws;

f) Trade Restrictions: Unless the Supplier has the appropriate authority or relevant licence and/or authority to do so, and Supplier shall notify LKQE of such licence or authority so that LKQE may ensure compliance in its relevant jurisdictions, otherwise the Supplier shall not deal with, import or export the Products to, or from, any person, entity or country, that is subject to any economic sanctions implemented by the UN, EU, UK, US or other relevant sanctions authority ("Economic Sanctions Laws") and shall ensure that neither it or any of its Affiliates, directors, officers, employees or agents is a person or entity who is: (a) the target of Economic Sanctions Laws; or (b) located, organised, or resident in a country or territory that is the target of Economic Sanctions Laws. Supplier should also specifically avoid and put in appropriate controls to ensure prevention of sourcing parts or materials for the Products from persons, entities or countries subject to Economic Sanctions Laws; or including any other Supplier's Goods or products to, or from, any person, entity or country, that is subject to any trade embargoes implemented by the UN, EU, UK, US or other relevant [sanctions] authority. If LKQE becomes aware of any breach of the above provisions, it shall promptly notify the Supplier and LKQE shall be entitled to terminate the Agreement immediately without prejudice to any of its rights under this Agreement or due under law;

g) REACH: Supplier expressly warrants that the Goods and its packaging comply with all requirements of the Regulation of the European Parliament and of the Council concerning the Registration, Evaluation, Authorization, and Restriction of Chemicals, and if and when applicable, of the European Regulation (EC) n°1272/2008, concerning the Classification, Labelling and Packaging of substances and mixtures ("CLP"). Any substance contained in the Goods and its packaging shall be registered for the use(s) as identified by Buyer. Supplier shall provide relevant information in accordance with REACH and CLP for any chemical substance contained in the Goods, including but not limited to information provided in the relevant safety data documents. In addition, Supplier shall timely inform Buyer of any restriction set forth by REACH or otherwise undertaken by the relevant authorities in the implementation of REACH, including but not limited to any restriction on use or authorization, impacting or likely to impact the use, sale or otherwise disposal of any substance contained in the Goods and its packaging. Where the good is an article according to REACH, Supplier undertakes to inform Buyer of any presence in the good and its packaging of substances of very high concern (SVHC) as soon as they are included in the candidate list within the meaning of REACH (List of Substances of Very High Concern Candidates for Authorization), above 0.1% by mass. As the candidate list is subject to regular revisions, Supplier must ensure that it is followed up and that Buyer is immediately informed.

Supplier also expressly agrees to comply at all times with LKQE's Code of Conduct, which highlights the specific ethical and legal commitments to which LKQE and Supplier shall adhere in their shared commitment to sustainable purchasing. The LKQ Code of Conduct is available for review at [LKQ Supplier Code of Conduct](#).

#### **14. Subcontracting and assignment**

Supplier shall not subcontract, transfer or assign any of its rights and obligations under the Agreement to any third party or any of its affiliates without the prior written consent of Buyer. In case Supplier is permitted to subcontract any of its obligations hereunder, it shall remain fully responsible and liable for the proper performance of its obligations under any Agreement. Buyer may assign any Agreement to any of its

Affiliates or to any third party in connection with any merger, acquisition, re-structuring, disposal, change of control, or sale or other transaction in relation to all or substantially all or part of Buyer's business and/or assets upon notice to Supplier.

#### **15. No waiver**

No waiver by Buyer of any breach of any condition, covenant or term of the Agreement shall be effective unless it is in writing and no failure or delay by Buyer in enforcing any provision of the Agreement or in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

#### **16. Severability**

In the event that any provision(s) of the Agreement or these Terms and Conditions shall be held invalid or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, such holding, or action shall not negate the validity or enforceability of any other provisions hereof.

#### **17. Right to audit**

Supplier shall keep accurate records and books of accounting showing all charges and related expenses incurred in the services hereunder. Said records shall be maintained in conformance with generally accepted accounting principles and procedures. Buyer shall have the right to inspect such records and perform audits for three (3) years from the date of delivery, on Supplier's or its subcontractors' premises during business hours, or to assign said audits to outside parties.

#### **18. Governing law and dispute resolution**

The Agreement shall be governed by the laws of Switzerland, excluding the United Nations Convention on the International Sale of Goods (CISG). All disputes arising out of or in connection with the Agreement shall first be attempted by Supplier and Buyer to be settled through consultation and negotiation in good faith and a spirit of mutual cooperation. All disputes that are not so settled within a period of thirty (30) days from the date the relevant dispute first arose may be submitted to the competent Court of canton Zug, Switzerland, provided that Buyer shall always be permitted to bring any action or proceedings against Supplier in any other court of competent jurisdiction.

**Date of Issue: 05.02.2025**

These Terms and Conditions also apply to STAHLGRUBER GmbH when used as „Verwender“ pursuant to para. 305 of the German Civil Code.

**STAHLGRUBER GmbH**  
**Gruber Str. 65**  
**85586 Poing**