

## 1 General

Our orders are made exclusively in accordance with these terms and conditions of purchase, which the supplier expressly acknowledges. An acknowledgement is to be seen in any case in the delivery of the goods. Deviating conditions of the supplier – regardless of the time at which they are received by us – are not binding and are expressly rejected and contradicted by us. The supplier acknowledges the validity of these terms and conditions of purchase also for future orders.

## 2 Order

### a) Prices and delivery dates

The prices and delivery dates stated in our order are binding, unless otherwise agreed in writing. The delivery must be received by us on the specified date. Partial deliveries are only permitted with express written consent.

### b) Order

For each order, we immediately ask for a confirmation, in which, among other things, delivery dates and prices are to be repeated.

### c) Modification of the order

To a reasonable extent, usually up to four weeks before the delivery date is reached, we can change technical details.

### d) Withdrawal from the order

If the economic or operational circumstances of the supplier change, we may withdraw from the order up to four weeks before reaching the delivery date, unless the supplier proves the contrary to our conviction. We are also entitled to withdraw from the contract if a change in our needs is caused by force majeure (strike, lockout, etc.) or operational disruptions or operational restrictions for which we are not responsible. Any claims for damages of the supplier are excluded.

### e) Status

During the execution of the order, we are entitled to inform ourselves about the status of the execution and to carry out quality checks in the contractor's factory.

## 3 Delivery

### a) Cost

The prices and delivery dates stated in our order are binding, unless otherwise agreed in writing. Delivery may only be made free of charge and without costs for packaging.

### b) Defects

In the event of material defects, we may, at our discretion, assert the statutory warranty claims or demand improvements or replacements. In urgent cases, or if the supplier does not immediately fulfil warranty obligations, we are entitled, in particular to avoid unusually high damages to us or third parties, to remedy defects without prior consultation at the expense of the supplier. The supplier guarantees that the delivered goods comply with the legal and official provisions applicable to their distribution and use and do not violate the rights of third parties. The supplier shall also be liable for defects of any kind if they only prove to be detected or detected during processing or commissioning. However, obvious defects must be reported within four weeks of delivery, hidden defects two weeks after discovery of the defect. The supplier shall be liable for all direct or indirect damages incurred by us as a result of incorrect or poor performance.

### c) Late delivery

All delivery dates are expressly agreed and the supplier is liable for any damage resulting from a delay in delivery.

### d) Declaration and receipt of goods

The supplier is obliged to notify the exact time of delivery and to deliver it to the warehouses or production halls specified by us in each case. If goods cannot be accepted on the date specified by the supplier, we shall immediately determine a binding date for the acceptance of the goods. We are entitled to demand partial delivery to various warehouses or production halls. The receipt of goods can only be carried out by:

Mon – Fri 7.30 am – 11.00 am

follow. Goods that arrive outside these hours and/or not at a registered time or determined by us can only be unloaded accordingly later; any costs shall be borne by the supplier.

### e) Passing

The risk of accidental loss and accidental deterioration shall only pass to us when we or the recipient specified in the order have acquired actual control over the delivered items.

## 4 Invoice and payment method

### a) Invoice

The invoice must be sent in digital form to the email [rechnungen@lenk.de](mailto:rechnungen@lenk.de) after delivery.

### b) Payment method

Our payments are made within 14 days of receipt of goods or receipt of invoice less a 3% discount or after 90 days net.

### c) Cession

The assignment of claims of the supplier against us to third parties is generally excluded, unless we expressly agree to the assignment in writing.

### d) Compensation

The supplier is not entitled to offset claims, unless these are undisputed or legally established.

### e) Lien

We are entitled to withhold payments if the supplier is in arrears with a service within the business relationship.

### f) Reminder/Default

Default shall only occur after prior reminder by the supplier. Without a reminder, claims shall be deemed to have been deferred even after expiry of the agreed payment period.

## 5 Final provisions

### a) Place of performance

The place of performance for all deliveries and services is the place of receipt prescribed by us or – if such a place is not prescribed – our headquarters.

### b) Venue

The place of jurisdiction is our head office insofar as the supplier is a registered trader, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in the Federal Republic of Germany. However, we are also entitled to sue the supplier at the court responsible for his registered office.

### c) Applicable law

The law of the Federal Republic of Germany shall apply exclusively. The United Nations Convention on Contracts for the International Sale of Goods – CISG does not apply.

LENK Paper GmbH  
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