



General Terms and Conditions of Purchase and Ordering (GTPO)

HKR Automotive GmbH

Am Wasserturm 21
74635 Kupferzell

1. Governing Terms and Conditions

1.1 These General Terms and Conditions of Purchase and Ordering (“GTC”) apply exclusively to all contracts for the purchase of goods and services between HKR Automotive GmbH (hereinafter “HKR”) and its suppliers. They apply to production materials as well as to spare parts, tools, machinery, and other products.

1.2 Any deviating, conflicting, or supplementary terms and conditions of the supplier shall not be recognized unless HKR expressly agrees to their validity in writing. These GPP shall also apply if HKR accepts deliveries without reservation while being aware of deviating terms and conditions.

1.3 These GPP shall also apply to all future business relationships with the supplier.

2. Conclusion of the Contract

2.1 The Supplier must accept or reject orders from HKR within five (5) business days of receipt.

2.2 If no rejection is received within this period, the order shall be deemed accepted.

2.3 Delivery calls made under existing agreements become binding unless the supplier objects to them in writing within two (2) business days.

2.4 Any amendments, additions, or side agreements must be in writing to be effective.

3. Prices

3.1 The prices stated in the order are binding fixed prices.

3.2 Unless otherwise agreed, prices are FCA in accordance with Incoterms® 2020, including packaging.

3.3 If the Supplier offers comparable products to third parties on more favorable terms (in particular with regard to price, quality, delivery time, or technical specifications), the Supplier is obligated to grant HKR these terms immediately as well.

4. Terms of Payment

4.1 Payment shall be made in accordance with the payment terms agreed upon in the order.

4.2 Invoices must be submitted electronically and must include all required information, in particular the order number, order line item, and the designated contact person at HKR.



4.3 Payments are always made subject to all rights, in particular with regard to claims for defects, warranty, and damages.

5. Requests for Changes

HKR is entitled to request changes to the design, construction, or specifications of the products at any time, provided that such changes are reasonable for the Supplier to implement. The Supplier is obligated to notify HKR immediately in writing of the impact of these changes on costs and delivery dates.

6. Delivery Dates and Delays

6.1 Agreed delivery dates and delivery periods are binding.

6.2 If the Supplier realizes that agreed dates or quantities cannot be met, it must immediately notify HKR, stating the reasons and the expected duration of the delay.

6.3 In the event of a delay in delivery, HKR is entitled to demand a contractual penalty of 0.3% of the order value per business day, up to a maximum of 5% of the order value in total. Further claims remain unaffected.

7. Delivery and Transfer of Risk

7.1 Delivery shall be made in accordance with the agreed Incoterms® 2020.

7.2 The transfer of risk shall occur upon delivery of the goods at the agreed destination.

8. Quality and Documentation

8.1 The Supplier agrees to manufacture the products in accordance with the current state of the art and in compliance with all relevant standards and legal regulations.

8.2 The Supplier must maintain a quality management system in accordance with IATF 16949 or, at a minimum, ISO 9001, and must provide HKR with the relevant documentation upon request.

8.3 For production materials, an initial sampling in accordance with PPAP (AIAG) or VDA Volume 2 must be performed.

8.4 The Supplier is obligated to enter all relevant material data into the International Material Data System (IMDS).

8.5 Test, quality, and production records must be retained for a period of at least 15 years and submitted to HKR upon request.

9. Environment, REACH, RoHS, TSCA, and ELV

9.1 The supplier agrees to comply with all applicable environmental and substance regulations, in particular the REACH, RoHS, and TSCA regulations, as well as the European End-of-Life Vehicles Directive (ELV).

9.2 Safety data sheets must be provided prior to delivery.



9.3 Any changes in the composition of substances or regulatory changes must be reported immediately.

10. Compliance and Sustainability

The supplier agrees to comply with all applicable legal regulations, particularly those relating to anti-corruption, antitrust law, export controls, and labor and social standards. In addition, ESG and sustainability requirements, as well as a comparable Supplier Code of Conduct, must be adhered to.

11. Packaging

The supplier is required to comply with all legal requirements of the Packaging Act. Packaging must be designed to be recyclable wherever possible. Unless otherwise agreed, the supplier is required to take back the packaging free of charge or to bear the disposal costs.

12. Material Defects

12.1 The Supplier warrants that the delivered products are free from material defects and defects of title.

12.2 In the event of defects, HKR is entitled to all statutory warranty rights without restriction.

12.3 The warranty period is at least 36 months from the transfer of risk.

13. Product Liability and Insurance

The Supplier shall indemnify HKR against all claims by third parties arising from product defects. This includes, in particular, the costs of product recalls and all associated expenses. The Supplier is required to maintain adequate product liability insurance and to provide proof of such coverage upon request.

14. Intellectual Property Rights

The Supplier warrants that the delivered products are free from any third-party intellectual property rights. The Supplier shall indemnify HKR against any and all claims by third parties arising from an infringement of intellectual property rights.

15. Spare Parts Supply

The supplier agrees to ensure the supply of spare parts for a period of at least 15 years after the products are discontinued.

16. Subcontractors

The engagement of subcontractors requires HKR's prior written consent. The supplier remains fully responsible for their services.



17. Ownership and Supplies

Any materials, tools, or documents provided by HKR remain the property of HKR and may be used solely for the purpose of fulfilling the contract. They must be handled with care and protected against loss or damage.

18. Confidentiality

The Supplier agrees to treat all information disclosed to it in the course of the business relationship as confidential and to use such information solely for the purpose of fulfilling the contract.

19. Information Security

The supplier agrees to comply with recognized information security standards, in particular ISO 27001 and TISAX requirements. Security incidents must be reported immediately.

20. Data Protection

The Supplier agrees to comply with data protection regulations, in particular the GDPR. Personal data may be processed solely for the specified purpose.

21. Audit Rights

HKR is entitled, upon reasonable notice, to conduct audits at the Supplier's premises or to have such audits conducted by third parties.

22. Termination of the Contract

HKR is entitled to terminate or amend contracts in accordance with the applicable legal requirements, particularly in the event of changes on the customer's part in the OEM environment.

23. Assignment

The Supplier may assign or transfer its rights and obligations under this Agreement only with the prior written consent of HKR.

24. Governing Law and Jurisdiction

This Agreement shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction is Kupferzell.

25. Final Provisions

Should any provision of these General Terms and Conditions be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected.