

General Terms and Conditions of Purchase- status 01.01.2018

Section 1 General – scope: (1) Our General Terms and Conditions of Purchase apply exclusively. We do not recognise the supplier's conditions to the contrary or those that vary from our conditions of purchase unless we had expressly approved the validity of such conditions in writing. Our General Terms and Conditions of Purchase also apply if we unreservedly accept the supplier's delivery in the knowledge of the supplier's conditions to the contrary or those that vary from our conditions of purchase.

(2) All agreements entered into by us and the supplier for the purpose of executing this contract are set out in writing in this contract.

(3) Our conditions of purchase only apply to dealings with entrepreneurs in accordance with Section 310(4) BGB (German Civil Code).

(4) Individual agreements entered into with the supplier in individual cases (including subsidiary agreements, supplementary information and amendments) shall have preference over these conditions of purchase. However, a written contract shall be authoritative with regard to the content of such agreements.

Section 2 Offers – offer documents: (1) The supplier undertakes to accept our order within a period of 2 weeks.

(2) An amended or late acceptance applies as a new offer and shall at all times be subject to express, written approval by Lyra. The same applies to acceptance under extensions, restrictions or other changes.

(3) The supplier's offers, drafts, specimens and samples are to be made available to Lyra free of charge.

(4) We reserve property rights and copyright to diagrams, drawings, calculations and other documents. These may not be made available to third parties without our express, written approval. They are to be used exclusively for the manufacture as a result of our order. Once the order has been processed, they are to be returned to us without request. They are to be kept secret in dealings with third parties. Insofar the regulation set out in Section 9(4) applies on a supplementary basis.

Section 3 Prices – terms and conditions of payment – invoice: (1) The price stated in the order has binding force. Unless otherwise agreed in writing, prices are "free domicile" and include packing. Returning packaging shall be subject to a special agreement.

(2) All prices are to be understood to be exclusive of the statutory turnover tax, including if this is not stated separately.

(3) We can only process invoices if these - in line with the requirements set out in our order - state the order number listed there as well as the quantity, price and product number. The supplier shall be responsible for any consequences arising from the failure to honour this obligation provided the supplier does not furnish proof that it is not responsible for such consequences.

(4) In the absence of written agreements to the contrary, we shall pay the purchase price within 14 days, calculated from receipt of the delivery and a receipt, at a 3% trade discount or within 30 days following receipt of invoice without any deductions. In the event of a faulty delivery or invoice, we shall be entitled to hold back payment up until the delivery is properly honoured.

(5) In the case of bank transfer, payment shall be deemed made in good time if the transfer order is received by the bank prior expiry of the payment period. Payment shall be made subject to an invoice review.

(6) Lyra is not required to pay any interest after the due date. The statutory requirements shall apply in the event of default. However, in any case the supplier shall be required to issue a written reminder.

(7) We are entitled to set off and retain as specified by law.

Section 4 Delivery scope and delivery time: (1) The delivery time specified in our order has binding force.

(2) The supplier undertakes to inform us in writing without delay if circumstances occur or are identified as a result of which the agreed delivery time cannot be complied with.

(3) In the event of default in delivery, we shall be entitled to the statutory rights and claims. We shall be entitled, in particular, following expiry in vain of a reasonable period to claim for damage instead of the performance and withdraw. If we claim for damages, the supplier shall be entitled to furnish us with proof that it is not responsible for the violation of the obligation.

Section 5 Passing of risk - documents: (1) In the absence of agreements to the contrary, items are to be delivered free domicile.

(2) The supplier undertakes to precisely state our order number in all shipping documents and delivery notes. If it fails to do this, processing delays shall not be our responsibility.

Section 6 Identification of defects - liability for defects: (1) We undertake to check the goods within a reasonable period as regards quality or quantity variations. Notification shall be deemed given in good time provided it is received by the supplier within a period of 5 workdays calculated from the receipt of goods or in the event of hidden defects when such defects are identified.

(2) We are entitled to the statutory warranty claims without restrictions. In any case, we are entitled to request that the supplier rectifies defects or delivers a new item at our discretion. We expressly reserve the right to compensatory damages, in particular claims for damages instead of performance.

(3) We are entitled, at the supplier's cost, to rectify defects in the event of imminent danger or if a matter is particularly urgent.

(4) The period of limitations is 36 months calculated from the passing of risk provided the compulsory provisions of Sections 478, and 479 do not apply.

Section 7 Product liability - exemption - third party liability insurance cover: (1) Insofar as the supplier is responsible for product damage, the supplier undertakes to render us exempt from third party claims for damages at the first request insofar as the cause lies in its sphere of dominance and organisation, and it is liable in dealings with outside parties.

(2) As part of its liability for cases of damage within the meaning of sub-section 1, the supplier also undertakes to reimburse us for potential expenses in accordance with Sections 683, 670 BGB or in accordance with Sections 830, 840 and 426 BGB, resulting from or in conjunction with a re-call campaign conducted by us. We shall inform the supplier - where possible and acceptable in good time and in advance - of the content and scope of the re-call measures to be performed, and give the supplier the opportunity to comment. This does not affect other statutory claims.

(3) Following consultation with the supplier, we shall notify the respective, relevant authority in accordance with the requirements of ProdSIG (German Product Safety Act).

(4) The supplier undertakes to maintain product liability insurance at its own cost with a sufficient amount covered. This shall not be affected if we are entitled to further-reaching claims for damages.

Section 8 Property rights (1) The Supplier guarantees that no third party rights shall be infringed in connection with his delivery in the Federal Republic of Germany.

(2) If legal action is taken against us by a third party based on an infringement of property rights, the supplier undertakes to render us exempt from such claims at the first written request. In the event of claims for damages by a third party, the supplier is reserved the option of furnishing proof that it was not culpable for the third party rights infringement.

(3) We are not entitled to enter into any kind of agreements with the third party - without the supplier's approval - in particular a composition agreement.

(4) The supplier's obligation to render us exempt applies to all expenses that we incur as a result of or in conjunction with the action brought by a third party.

(5) The period of limitation is three years calculated from the passing of risk.

Section 9 Reservation of title - provision - tools - secrecy: (1) Insofar as we order parts from the supplier, we shall retain ownership to such parts. Any processing or transformation thereof by the supplier shall be deemed to have been performed on our behalf. If our reserved goods are processed using other items that we do not own, we shall acquire co-ownership of the new item in proportion of the value of our item (final invoice amount including value added tax) to that of the other processed items at the time of processing.

(2) If the item made available by us is inseparably blended with items that we do not own, we shall acquire co-ownership of the new item in proportion of the value of the reserved item (purchase price plus VAT) to that of the other blended items at the time of blending. If the mixing is performed in such a manner that the Supplier's item is to be regarded as the primary item, it shall be deemed agreed upon that the Supplier shall assign proportionate co-ownership to us; the Supplier shall store the solely-owned or co-owned items on our behalf.

(3) We reserve ownership to tools. The supplier undertakes to use the tools exclusively for manufacturing the goods we have ordered. The supplier undertakes to insure, at its own cost, the tools that we own at replacement value with cover for fire damage, water damage and damage caused by theft. At the same time, the supplier assigns at this point in time to us all compensation claims resulting from such insurance. We hereby accept the assignment. The supplier undertakes to perform servicing and inspection work on our tools that may be required and to perform all maintenance and repair work at its own cost in good time. The supplier is to notify us immediately of any malfunctions; if it culpably fails to do so, this shall not affect claims for damages.

(4) The supplier undertakes to maintain strict secrecy regarding all diagrams, drawings, calculations and other documents and information. These may only be disclosed to third parties following our express, written approval. The secrecy agreement shall also apply after the processing of this contract; it shall expire if and insofar as the production know-how contained in the surrendered diagrams, drawings, calculations and other documents and information has become generally known or is proven to have been known by the supplier at the time of disclosure within the meaning of sentence 1.

(5) Insofar as the security rights to which we are entitled in accordance with sub-section (1) and/or sub-section (2) exceed the purchase price of all our reserved goods, which are yet to be paid for, by more than 101%, we undertake at the supplier's request to release the security rights at our discretion.

Section 10 Regulation conformity: (1) The supplier declares to be aware of the Code of Ethics adopted by the FILA-group, see www.fila.it. The supplier declares to have read, understood, fully accepts and fully complies with this Code of Ethics. (2) The supplier declares that every non-EU worker, involved in the execution of this contract, will be in possession of valid Residence Visa. The supplier will keep LYRA exempt from any economic consequences that may arise from non-compliance.

(3) The supplier shall ensure that the products it supplies comply with the provisions of the Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH Regulation"). The substances contained in the supplier's products are, where necessary under the provisions of the REACH Regulation, pre-registered or registered prior to expiry of the transitional periods, provided the substance is not excluded from the registration.

(4) The supplier assures that the products it supplies do not contain any substances of the so-called Candidate List in accordance with Article 59 (1) and (10) of the REACH Regulation. The supplier undertakes to inform us in writing without delay if - for whichever reason - products it supplies contain substances set out in the Candidate List; this applies, in particular, in the event of the extension/supplementation of the Candidate List. The supplier shall state the individual substances by name and state the measurement percentage share as precisely as possible.

(5) If hazardous substances within the meaning of the Hazardous Substances Regulation or product in the case of using such product the release of such substances cannot be ruled out are used, the supplier is to make available without request the appertaining safety sheet.

(6) In the event that the supplier violates one of the above-mentioned obligations, all costs, third party claims and other disadvantages (e.g. administrative fines) as a result of the violation of the above provision shall be borne by the supplier. This does not apply insofar as the supplier is not responsible for violating the obligation. Furthermore, we are entitled to cancel corresponding orders without delay. Cancellation or refusal to accept do not constitute waiving possible claims for damages by us.

Section 11 Customs and exports/imports: (1) The supplier undertakes to inform us of licensing obligations that may apply to its goods in each case in accordance with German, European (EU) and US American export, customs and foreign trade and payments law, and provide suitable data in that respect.

(2) (Long-term) supplier declarations on preferential origin (EU) or certificates regarding preferences (certificate of origin; in the case of non-EU suppliers) are to be presented with the confirmation of order.

(3) Furthermore, the statistical goods number and the country of origin (trade political / non-preferential origin) are to be presented with the confirmation of order.

(4) The supplier undertakes to inform us in writing without delay of any changes to the above information and data.

(5) If the supplier violates its obligations in accordance with sub-section (1), all expenses and damage as well as other disadvantages (e.g. subsequent demands of foreign import duties and administrative fines) that we incur and sustain as a result shall be borne by the supplier. This does not apply insofar as the supplier is not responsible for violating the obligation.

Section 12 Place of jurisdiction – place of performance: (1) Insofar as the supplier is a merchant, the place of jurisdiction is deemed our registered office. However, we are also entitled to bring legal action against the supplier at the court with jurisdiction for its place of residence.

(2) Unless otherwise stated in the order, our registered office is deemed the place of performance.

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