

General Terms and Conditions of Purchase

§ 1 – General, scope of validity

1. All deliveries, services, and offers from our suppliers shall solely be carried out on the basis of the present General Terms and Conditions of Delivery. These shall form an integral part of all contracts we conclude with our suppliers on the deliveries or services offered by them. They shall also apply to all future deliveries, services and offers to us even if they are not the subject of a separate agreement.
2. Terms and conditions of business from our suppliers or third parties shall not be applicable even if we do not specifically object to their validity in the individual case. Even if we make reference to a letter that contains or mentions the terms and conditions of business from the supplier or a third party, this shall not constitute any agreement to the validity of such terms and conditions of business.
3. Our Terms and Conditions of Purchase shall only apply towards entrepreneurs as defined in § 14 of the German Civil Code [BGB].

§ 2 – Orders and contracts

1. Insofar as our offers do not expressly contain a binding period, we shall be bound to them for one week after the date of the offer. Our receipt of the declaration of acceptance shall be decisive for timely acceptance.
2. We shall be entitled to change the time and place of delivery as well as the type of packaging at any time in writing within a period of at least 21 calendar days before the agreed delivery date. The same shall apply to any amendments and alterations to the product specifications insofar as these specifications can be implemented as part of the supplier's standard production process without considerable additional expenditure, with the period of notice related to the aforementioned clause being at least 4 weeks in these cases. The supplier shall be reimbursed by us for the verified and reasonable additional costs caused by each modification. If such modifications entail delays in delivery that cannot be avoided despite reasonable efforts as part of the supplier's standard production and business operations, the originally agreed delivery date shall be postponed accordingly. The supplier shall inform us in due time in writing of the additional costs or the delays in delivery to be expected on the basis of a careful assessment at least within 8 workdays after receipt of our notification in accordance with Clause 1.
3. We shall be entitled to withdraw from the contract at any time by written explanation stating the reason for this decision if we can no longer use the ordered products in our business operations due to circumstances arising after conclusion of the contract. The supplier shall in this case be reimbursed by us for the partial delivery rendered.

§ 3 – Terms of payment, prices, invoice data, offsetting, etc.

1. The prices stated in the order shall be binding and apply, unless otherwise agreed, for delivery CIP (named place of destination), packaging included. Packaging shall only be returned if a special agreement has been made. The statutory value-added tax is not included in the price and shall be charged in addition at the respectively applicable rate.
2. Insofar as, in accordance with the agreement made, packaging is not included in the price and reimbursement for packaging – that is not only provided on a loan basis – is not expressly specified, it shall be charged at a verifiable cost price. At our request, the supplier shall be obliged to take back packaging at their own expenses.
3. Unless otherwise agreed, we shall pay the purchase price within 14 days from delivery and receipt of invoice, applying a discount of 3 %, or within 30 days net, provided that the

delivery is in accordance with the contract and the invoices submitted are valid. The receipt of the transfer order at our bank shall be sufficient for the payments due by us to be regarded as punctual.

4. Invoices shall always be provided in duplicate and in accordance with the requirements specified in our order. All order confirmations and invoices shall bear our order number, the item number, as well as the delivery quantity and delivery address. If one or more of these details are missing and processing on our part is thus delayed as part of our standard business operations, the payment terms set forth in Section 3 shall be prolonged by the period of delay.

5. In the event of default of payment, we shall owe default interests amounting to eight percentage points above the base rate in accordance with § 247 of the German Civil Code [BGB].

6. We shall hold rights of retention and offset as provided by law.

7. The supplier shall only be entitled to assign claims against us after prior written consent on our part. In the event of a prolonged retention of title, this consent shall be deemed as granted.

§ 4 – Delivery period, delay in delivery, assignment

1. The delivery time stated in the order (delivery date or delivery time) shall be binding. Early deliveries shall not be permitted. The receipt of the goods at our company shall be decisive for compliance with the delivery time.

2. The supplier shall be obliged to promptly notify us in writing if any circumstances occur or can be anticipated that might give rise to the conclusion that the agreed delivery time cannot be met.

3. If the day on which the delivery has to be effected at the latest can be determined on the basis of the contract, the supplier shall be deemed to be in default at the end of this day without the necessity of a reminder to be provided on our part.

4. In the event of delays in delivery, we shall be entitled to unrestricted legal claims, including the right of withdrawal and claim for damages in lieu of performance after fruitless expiry of a reasonable grace period.

5. In the event of delays in delivery, we shall be entitled, upon prior written warning to the supplier, to a contractual penalty in the amount of 0.5 % for each week of delay or part thereof, but no more than 5 % of the respective value of the order. The contractual penalty shall be credited against any damage caused by the delay that must be compensated for by the supplier.

6. The supplier shall not be entitled to carry out partial deliveries without our prior written consent.

7. The supplier shall not be entitled to assign their claims from the contractual relationship to third parties. This shall not apply if these claims are monetary claims.

§ 5 – Packaging, dispatch, passing of risk

1. The goods shall be delivered in standard and appropriate packaging unless otherwise agreed. The supplier shall be held liable for any damage as a result of inadequate packaging.

2. The supplier shall be obliged to attach dispatch documents and delivery notes to any consignment, including our order number and customer number as well as details on quantity, weight, and type of the goods. In addition, the delivery items shall be marked and identified by the supplier as specified and, where applicable, agreed by us.

3. The risk shall not pass to us until the goods have been transferred to us at the agreed place of destination, even if shipment has been agreed.

§ 6 – Ownership protection, tools, manufacturing equipment

1. We shall retain ownership or copyright in any orders or contracts placed by us, as well as in drawings, illustrations, calculations, descriptions and any other documents provided by us to the supplier.

Without our express permission, the supplier may not make any of these items accessible to third parties, disclose them, use them directly or through third parties, or reproduce them. The supplier shall return such items in full to us at our request if they are no longer needed in the proper course of business or if negotiations do not result in the conclusion of a contract. Any copies that may be produced by the supplier shall be destroyed in this case; this shall only exclude data stored pursuant to the statutory storage duties and the storage of data as a backup as part of usual data storage practice.

2. Any tools, jigs, fixtures, models or any other manufacturing equipment made available by us to the supplier or produced for contractual purposes and charged to us by the supplier separately shall remain our property or become our property.

They shall be marked as our property, stored carefully, secured against damage of any kind by the supplier and may only be used for the purpose of the contract.

In the absence of other agreements, the costs for maintenance and repair of these items shall be borne in equal shares by the contractual partners. If, however, said costs are due to defects of such items manufactured by the supplier or improper use on the part of the supplier, their employees, or other vicarious agents, they shall be borne solely by the supplier. The supplier shall promptly notify us of any, not only insignificant, damage to these items. Upon request, the supplier shall be obliged to return these items to us in proper condition if they are no longer needed for the fulfilment of the contracts concluded with us.

3. Retentions of title by the supplier shall only apply insofar as they refer to our obligation to pay for the relevant products to which the supplier retains title. In particular, extended or prolonged retentions of title shall not be permitted.

4. The supplier shall be obliged to insure tools and any other manufacturing equipment belonging to us at their own expense at the original value (water, fire, theft). The supplier shall assign to us already now any claims for compensation that may be raised from an insurance policy. We already accept this assignment with immediate effect.

§ 7 – Warranty claims

1. The supplier shall be obliged to manufacture for and deliver the goods to us in accordance with the acknowledged rules of technology and in compliance with the relevant safety regulations and, where applicable, the agreed technical data, etc.

2. We shall be obliged to inspect the goods for defects within a reasonable period of time. Unless otherwise agreed, our receiving inspection shall be restricted to a general receiving inspection (type of goods, quantity, obvious packaging defects). Any defects identifiable in this process shall be deemed as being notified in due time if the complaint is made within 8 workdays from receipt of goods. Any defects that do not become apparent as part of a general incoming inspection in accordance with the aforementioned requirements, may be notified within 8 workdays from detection. The same shall apply in the event of hidden defects.

3. In the event of defects, we shall be entitled to unrestricted legal claims. However, deviating from this, the warranty period shall be 36 months from passing of risk.

We shall be entitled, at our discretion, to call for the elimination of the defect (rectification) or for the delivery of a defect-free item. § 439, Section 3 of the German Civil Code [BGB] shall remain unaffected.

4. The acceptance or approval of samples or models submitted to this effect shall not represent a waiver of any warranty claims on our part.

5. The receipt of our written notice of defects at the supplier's shall suspend the limitation period of warranty claims. In the event of a replacement delivery or removal of defects,

the warranty period for replaced or repaired parts shall commence anew unless we had to assume from the supplier's behaviour that they do not felt obliged to take these measures but only carried out the replacement delivery or removal of defects as a gesture of goodwill or for similar reasons.

6. If the supplier does not start with supplementary performance immediately after our corresponding request to do so, we shall be authorized to sort out defective parts at the supplier's expense at least in urgent cases as well as in the event of imminent danger. In principle, however, the supplier shall first be given the opportunity to sort out defective parts by themselves in such cases.

§ 8 – Product liability, insurance

1. Our supplier shall be obliged to indemnify us from compensation claims by third parties in accordance with the Product Liability Act (German Federal Law Gazette, BGBl I 1989, 2198) provided that the cause of the fault is to be found in the supplier's territory and organisation and he himself is liable in relation to third parties.

2. In such cases of damage our supplier shall be obliged to reimburse us for any expenditure resulting from or in connection with a recall campaign conducted by us in accordance with §§ 683, 670 of the German Civil Code [BGB] as well as in accordance with §§ 830, 840, 426 of the German Civil Code [BGB].

We will do our best to coordinate such recall campaigns with our suppliers in advance with regard to content and scope if possible.

Any further statutory claims from our part shall remain unaffected.

3. Our supplier shall be obliged to take out and maintain product liability insurance with a coverage amount of €5 million per personal or material damage. Upon request, the supplier shall give us proof thereof. If we are entitled to further statutory claims, these shall remain unaffected.

§ 9 – Property rights

1. Our supplier warrants that with regard to the contractual use of the delivery items the infringement of potential property rights and applications for property rights do not entail any claims, in particular claims for damages by third parties against us, provided that applications for such property rights have been filed or property rights have been registered with the German or European Patent Office. The same shall apply if the products are manufactured in North America or other countries. The supplier shall indemnify us from any claims for damages that may be raised. After completion of the order, the relevant documents, etc. shall be returned to us immediately.

2. The liability for damages or indemnity obligation of our supplier shall also cover such expenses necessarily incurred by us from and in connection with claims asserted by third parties.

3. The aforementioned regulations shall not apply if delivery items have been manufactured for us by our supplier in accordance with our specifications, in particular drawings, models, and other descriptions, and the supplier is not aware of the fact, or was not expected to be aware of the fact that third-party property rights are infringed in doing so.

4. Our supplier shall be obliged to promptly notify us of any risks of property right infringement that come to his attention, in particular alleged infringements.

§ 10 – Spare parts

1. The supplier shall be obliged to provide service parts for the products delivered to us for a period of at least 10 years following the delivery.

2. If the supplier intends to stop the production of spare parts for the products delivered to us we shall be notified of this termination immediately after the decision has been taken. The date of this decision shall be – subject to passage 1) – at least 6 months before the discontinuation of production.

§ 11 – Secrecy

1. Our supplier shall be obliged to keep confidential the receipt and content of all illustrations, drawings, calculations and other documents of any kind whatsoever as well as any information towards everybody. Third parties shall only be granted access to such documents and information with our prior written consent. The secrecy agreement shall continue to apply also after expiry of the contract. It shall not expire before the documents, drawings, calculations and any other information provided have become generally known.

2. Furthermore, our supplier shall be obliged to keep all secret commercial and technical information or knowledge that becomes known due to our business relationship as business secrets; in particular, it shall not be permissible to surrender or otherwise make accessible any models, templates, samples, tools and similar items to unauthorized third parties. Subject to deviating regulations, the reproduction of such items shall not be permitted either except for reasons of operational requirements.

3. Any sub-suppliers permissibly employed by our suppliers shall be bound accordingly.

4. Our supplier shall not be allowed to publicize our mutual business relationship without our prior written consent.

§ 12 – Place of jurisdiction, applicable law, place of fulfilment

1. The sole place of jurisdiction shall be our registered office. We shall, however, also be entitled to file a claim at the registered office of our contractual partner.

2. In the absence of any other agreement, the place of fulfilment shall be our registered office.

3. Our contracts shall be subject to the law of the Federal Republic of Germany; the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

In case of differences between the German and English versions, the German version shall prevail.