

Section 1: General information and scope

(1) Our purchasing terms and conditions apply exclusively; we do not recognize any purchasing terms and conditions which are contrary nor any terms of the supplier which deviate from our purchasing terms and conditions, unless we have explicitly agreed in writing to their application. Our purchasing terms and conditions also apply if we accept delivery from the supplier without reservation despite our knowledge of contrary purchasing terms and conditions or terms of the supplier which deviate from our purchasing terms and conditions.

(2) All agreements made between us and the supplier for the purpose of executing this contract are documented in writing in this contract.

(3) The purchasing terms and conditions apply only to enterprises in the sense of Section 310 Paragraph 1 of the German Civil Code (BGB).

(4) Our purchasing terms and conditions also apply to all future business with the supplier in which no explicit reference is made to them.

(5) The law of the Federal Republic of Germany applies with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

Section 2: Quotation and quotation documents

(1) The supplier is obligated to accept our order within a period of two weeks. Our orders are only binding if they are issued by us in writing.

(2) We reserve ownership rights and copyrights for illustrations, drawings, calculations and other documentation; third parties must not be given access to these without our explicit written agreement. They are to be used solely for production based on our order, and after processing the order they are to be returned without request. They are to be kept confidential with respect to third parties; Section 8 applies in this respect.

Section 3: Prices and payment terms

(1) The price listed in the order is binding. Prices cover all deliveries and services from the supplier (including required certificates for acceptance, testing, etc., drawings, safety data sheets, technical data sheets, manuals, operating instructions, etc. in German and English) as well as all incidental costs (including those for transport, insurance, customs and packaging) to the place of use specified by us (DAP, INCOTERMS 2010). Return of the packaging requires special agreement. Statutory VAT is included in the price.

(2) We can only process invoices if they specify the order number as indicated in the guidelines for our order. The supplier is responsible for any consequences of the failure to comply with this obligation if it cannot be documented that the supplier is not responsible for this.

(3) If not agreed otherwise in writing, we pay the purchase price within 14 days, calculated from delivery and receipt of invoice, with a 2% discount or net within 30 days after receipt of invoice.

(4) If not agreed otherwise in writing, we pay the purchase price within 14 days, calculated from delivery and receipt of invoice, with a 2% discount or net within 30 days after receipt of invoice.

(5) We have the right to offset and withhold payment within statutory limits.

Section 4: Scope of performance

(1) The scope of performance for the supplier is defined by the specifications and descriptions of service agreed upon signing the contract, by our order and by our purchasing terms and conditions.

(2) The supplier will ensure that all significant data and circumstances necessary to meet the supplier's contractual obligations and satisfy our intended use of the supplier's deliveries and services are known to the supplier in suitable time. The supplier can only cite the absence of necessary documentation if said documentation was requested in a timely manner and was not received by an appropriate deadline.

(3) The supplier is responsible for ensuring that deliveries by the supplier include all products and services necessary for safe, economical and efficient use according to specifications, that they are suitable for the intended use and correspond to the current state of science and technology.

(4) The supplier is responsible for establishing and maintaining a documented quality assurance system corresponding to the latest state of the art and suitable in type and scope. The supplier must keep records, particularly of quality controls, and make these available to us upon request.

Section 5: Delivery period

- (1) The delivery date specified in the order is binding.
- (2) The supplier is obligated to inform us in writing without delay if circumstances arise or become apparent to the supplier which would prevent compliance with the agreed delivery period.
- (3) In the case of delivery default, we have statutory claims. In particular, we have the right, after a suitable grace period has passed without success, to demand compensation of damages instead of performance or to cancel. If we demand compensation of damages, the supplier has the right to prove to us that no breach of duty has occurred for which the supplier is responsible.
- (4) Moreover, in the case of delivery default, the supplier is liable for each completed day of default for a flat rate default penalty in the amount of 0.1% of the delivery value, not to exceed 5% of the delivery value.

Section 6: Transfer of risk – documents

- (1) If not otherwise agreed in writing, delivery/service is to occur at the place specified in the order for delivery/service or use ("delivered at place" or "DAP", INCOTERMS 2010).
- (2) Subcontracting by the supplier to third parties of elements in the scope of supply and services of the delivery contract is only permitted with our prior written approval.
- (3) The supplier is obligated to specify our order number exactly on all shipment papers and delivery receipts; if the supplier fails to do so, we are not responsible for the resultant delays in processing.
- (4) A delivery receipt specifying our order number, our order item number, our material number, the exact description of the goods and the quantity must be included with the shipment. Otherwise we are entitled to refuse acceptance of the shipment at the supplier's cost.
- (5) The supplier must sufficiently insure the delivery articles, materials and goods finished and prepared for pickup against accidental loss (particularly due to fire or theft) and against accidental and culpable deterioration and bear the costs for this at least until the transfer of risk to us.
- (6) Machines, systems, etc. will be accepted by us only after their successful installation and operational start-up. A further prerequisite for acceptance is compliance with the machinery directive applicable at the time of the order and other regulations affecting the safety of the delivery article. In particular, an EU declaration of conformity and operating instructions are to be included with the delivery. Another prerequisite for acceptance is the presence of CE marking.
- (7) Raw materials and materials subject to the German Ordinance on Hazardous Substances (GefStoffV) are accepted only with the presentation of all necessary final inspection and testing certificates, and safety data sheets for hazardous substances compliant with the valid ordinance on hazardous substances at the time of the delivery.
- (8) We are not obligated to accept deliveries which are partial, in excess or short. For numbers of items, volumes and weights, the values apply which we determine in the incoming goods inspection.
- (9) We can refuse to accept the delivery article as long as an event of force majeure or other circumstances beyond our control (including labour disputes) make acceptance by us impossible or unreasonable. In such a case, the supplier must store the delivery article and bear the cost and risk of so doing.
- (10) After installation work is completed, the supplier must produce documentary evidence of the installation and have it signed by us. The supplier must include such proof at attachments to the supplier's invoices.

Section 7: Investigation of defects and liability for defects

- (1) We are obligated to inspect the goods within a suitable period for any deviations of quality or quantity and report deviations found. Complaints are timely if received by the supplier within 10 working days, calculated as of the receipt of the goods or, for hidden defects, as of their discovery.
- (2) We are entitled to the statutory defect claims without reduction; in each case, we have the right of choice to demand that the supplier correct a defect or deliver a new item. The right to compensation for damages, in particular to compensation for damages in lieu of performance, is explicitly reserved.
- (3) The supplier must ensure that the delivery/service from the supplier is of the agreed character and is suited for the intended use. If we incur costs as a consequence of defective delivery/service, such as transport, labour, material costs and/or contractual penalties, the supplier must bear these costs and/or reimburse us.

- (4) The supplier bears the costs of defect correction or replacement delivery/service, including all incidental costs.
- (5) We are entitled to correct defects ourselves at the supplier's cost if the supplier is in default.
- (6) The period of limitation comprises 36 months, calculated from the point of the transfer of risk. Statutory regulations also apply.

Section 8: Advertising and nondisclosure

- (1) The supplier is obligated to maintain confidentiality with regard to all illustrations, drawings, calculations and other documentation and information. They may be disclosed to third parties only with our explicit consent. The duty of nondisclosure also continues after this contract is completed; it becomes void only if and to the extent that the production knowledge contained in the illustrations, drawings, calculations and other documentation provided has become generally known.
- (2) The use of inquiries, orders and the associated correspondence between the supplier and us for purposes of advertising requires our prior explicit and written consent.
- (3) The supplier undertakes to maintain confidentiality with third parties regarding all operational processes, facilities, systems, documentation, etc. with us and our customers, which become known to the supplier in conjunction with the supplier's activity for us, even after submission of particular offers and/or the fulfilment of the contract.

Section 9: Product liability, indemnification and liability insurance coverage

- (1) If the supplier is responsible for damage to a product, the supplier must upon first request indemnify us against claims for compensation of damages from third parties to the extent that the cause lies within the supplier's sphere of control and organization and the supplier is individually liable to third parties.
- (2) As part of the supplier's liability for cases of damage in the sense of the paragraph (1), the supplier is also obligated to reimburse any expenses according to Sections 683 and 670 of the German Civil Code (BGB) or according to Sections 830, 840 and 426 of the German Civil Code (BGB) which arise from or in conjunction with a recall action conducted by us. We will instruct the supplier with regard to the content and scope of recall actions to be performed – to the extent that this is possible and reasonable – and provide the supplier with an opportunity for commentary. Other statutory claims remain unaffected.
- (3) The supplier undertakes to maintain product liability insurance with the coverage amount of €10 per incident of personal or property damage – flat-rate - for the duration of this contract, that is until the respective limitation period for claims based on defects has elapsed; if we are entitled to further claims for compensation of damages, these remain unaffected.

Section 10: Property rights

- (1) The supplier guarantees that no rights of third parties in the Federal Republic of Germany are infringed in conjunction with the supplier's delivery.
- (2) If a claim in this regard is made against us by a third-party, then the supplier is obligated to indemnify us against these claims upon first written request; we are not entitled to make any agreements with the third party, particularly for compensation, without the agreement of the supplier.
- (3) The supplier's obligation to indemnify applies to all expenses which are necessarily incurred by us from or in connection with the claim asserted by a third party to the extent that the supplier fails to prove that the supplier is not responsible for the breach of duty underlying the property right infringement.
- (4) The limitation period for these claims comprises three years, starting with the transfer of risk.

Section 11: Retention of ownership, provision and tools

- (1) We retain ownership of parts provided to the supplier. The supplier carries out processing or alteration on our behalf. If the goods subject to the retention of ownership are processed using other objects not belonging to us, we acquire co-ownership of the new item in the ratio of the value of our material (purchase price including VAT) to the other processed objects at the time of the processing.
- (2) If the material provided by us is inseparably combined with other objects not belonging to us, we acquire co-ownership of the new item in the ratio of the value of the material subject to retention of ownership (purchase price including VAT) to the other combined objects at the time of combination. If the combination ensues in such a fashion that the supplier's material is considered to be the primary material, it is agreed that the supplier will transfer co-ownership to us on a pro rata basis; the supplier shall ensure sole ownership are co-ownership for us.
- (3) We retain ownership for tools; the supplier is furthermore obligated to use the tools exclusively for producing the goods ordered

by us. The supplier is obligated to insure the tools belonging to us at the replacement value of new ones against loss due to fire, water and theft and to bear the cost for so doing. At the same time, the supplier assigns all claims for compensation from this insurance to us, and we accept this assignment herewith. The supplier is obligated to perform any necessary maintenance and inspection work on our tools in a timely manner and to bear the cost of all maintenance and repair work. The supplier must notify us of any malfunctions without delay; if this duty is culpably neglected, then claims to compensation of damages remain unaffected.

(4) If our security interests according to (1) and/or (2) exceed the purchase price of all our goods subject to the retention of ownership not yet paid by more than 10%, we are obligated to release the security interests according to our choice upon demand of the supplier.

Section 11: Place of jurisdiction – place of fulfillment

(1) If the supplier is a registered merchant, our business domicile is the place of jurisdiction; however, we are also entitled to sue the supplier at the court of the customer's domicile.

(2) Unless specified otherwise in the order, our business domicile is the place of fulfillment.