

## 1. General information

- 1.1 The Purchase Terms stipulated in the following shall apply to our full scope of business transactions with the Supplier, even if these are not explicitly mentioned in later agreements. Deviating regulations in the Supplier's General Terms of Delivery (Allgemeine Lieferbedingungen) are hereby contradicted. These shall only apply if they have been agreed to separately in advance and in writing by the contracting parties.
- 1.2 Any and all agreements, ancillary agreements and amendments to the Agreement shall not be valid unless made in writing. That shall also apply to an annulment of the written form clause.

## 2. Conclusion of the contract

- 2.1 The Supplier shall be obliged to accept our order within 10 days as from the date of the postage stamp and to send us an appropriate order confirmation. If the order is submitted by fax or e-mail, the time limit shall begin with the date on which it is sent.
- 2.2 The price, discount, binding delivery date as well as numbers and figures of our order must be specified on the order confirmation.
- 2.3 We reserve the right to maintain any proprietary and copyrights in photographs, drawings, calculations and in any other documents; they shall not be made accessible to any third party without our explicit approval in writing. The documents shall be exclusively used for the purpose of manufacturing according to our order. After handling the order these documents shall be automatically returned to us without further request. These documents shall be treated as confidential vis-à-vis third parties.
- 2.4 Remuneration or compensation for visitors or for preparing offers, projects etc. shall only be paid, if this has been explicitly agreed.
- 2.5 Within the scope of reasonability we shall be authorised to demand technical modifications of the product to be delivered and/or of the timely delivery hereof. Effects leading to an increase in or reduction of costs as well as delivery schedules shall be agreed appropriately in mutual consent.

## 3. Prices and payment terms

- 3.1 The agreed prices shall be binding, this shall also refer to skeleton agreements covering the whole term of the agreement. If a price has not been agreed on explicitly, the lowest price at which the Supplier sells or offers goods of the same kind and quality to a third party shall be deemed to be agreed, however at most the price at which he last delivered any such goods to our company.
- 3.2 All prices are understood as „carriage paid“ to the delivery addresses specified by us, including statutory Value Added Tax and packaging. We shall reserve the right to deter-

mine the type of packaging, or to select the transport means and transport route as well as the transport insurance.

- 3.3 In so far as no other agreement is made, payments shall be effected at our discretion either within 14 days after receipt of invoice deducting a 3 % discount or within 30 days after receipt of invoice as net invoice amount. The period shall, however, not begin before the Supplier has rendered his agreed service in full scope.
- 3.4 Invoices shall be sent to us in duplicate at the point of shipping the goods, however not together with the goods. Order number and order date shall be specified on each individual invoice. Invoices which have not been produced according to the given rules and regulations shall be deemed to have not been placed.
- 3.5 For deliveries within the European Union the Supplier shall indicate his sales tax identification number, document proof of his entrepreneurial property and cooperate in furnishing proof of export bookings and documents.
- 3.6 In the event of faulty delivery we shall be authorised to withhold payment pro rata until the point of due fulfilment according to the rules and regulations. Payments effected shall not substantiate any acknowledgement of the delivery in compliance with the agreement.
- 3.7 The Supplier shall not be authorised to assign his claims to any third party or to have these collected by any third party, unless we have granted our approval hereto. Our approval shall, however, not be rejected unreasonably.

## **4. Delivery schedule, default in delivery**

- 4.1 Delivery schedules shall be deemed to be binding. Decisive for compliance with deadlines and schedules shall be the receipt of goods at the receiving centre or point of use defined by us.
- 4.2 If the Supplier identifies that an agreed schedule cannot be complied with for any reasons, he shall immediately inform us in writing specifying the reasons and period of delay herefor.
- 4.3 In the event of any delay in delivery, we shall be entitled to demand a penalty amounting to 5 % of the order value for each completed week of delay, at most, however, 10 % of the order value. We shall reserve the right to demand further legal claims. Moreover, we shall declare our reservation to a penalty at the latest at the point of payment of the invoice.
- 4.4 If the agreed schedules are not complied with, we shall be entitled after granting an appropriate period of grace to withdraw from the agreement, irrespective of further statutory claims. If the Supplier has to justify the delay, we shall be entitled to demand compensation for the damage incurred as a result of the delay, or to demand damages at the end of the period of grace defined above in lieu of the agreed performance resp. substitution of the futile expenses.
- 4.5 Acts of God, industrial disputes or any other inevitable and not foreseeable events

shall only relieve the Supplier from his liability for the period of the interference and in the scope of its effect.

## **5. Packaging, delivery, transfer of risk**

- 5.1 Place of performance for the Supplier's obligation to redeem the packaging in compliance with § 4 of the Packaging Regulations shall be the place of surrender of the goods.
- 5.2 Billed packaging shall, in so far as these can be reused, credited in their full amount at the point of being returned.
- 5.3 We shall only accept partial deliveries if these have been explicitly agreed. In the event of agreed partial deliveries the remaining residual amount shall be specified.
- 5.4 The risk shall pass on at the delivery address specified by us.

## **6. Material defects or lack of title**

- 6.1 The objects delivered by the Supplier and any and all services rendered by him shall comply with the latest state-of-the-art in technology, with pertinent legal conditions and with the regulations and guidelines of authorities, professional associations and technical organisations. In so far as in the individual case deviations from these regulations are deemed to be necessary, the Supplier shall be obliged to obtain our written approval herefor.
- 6.2 If the Supplier has any reservations against the type of workmanship desired by us, he agrees to immediately inform us in writing hereof.
- 6.3 Acceptance of the delivery shall always be under the proviso of a quantity and quality control. An obligation to examine the goods delivered shall only exist in the case of apparent or easily identifiable deviations in terms of quantity or quality. We shall agree to immediately inform the Supplier of any deviations assessed. The reprimand shall be deemed to be rendered in time, if it is received by the Supplier within a period of 8 days calculated from the date of receipt of the goods or in the event of concealed defects as from the point of their detection.
- 6.4 In the event of a defect we shall be entitled to the statutory rights, whereby the place of guarantee shall be the designated place of use as specified.
- 6.5 If the Supplier defaults in performing a substitute delivery or in eliminating the defect, we shall be entitled to procure a substitute or to eliminate the defect and to charge the costs herefor to the Supplier or to have these services performed ourselves or by any third party. The same shall be applicable if the matter is urgent and the Supplier cannot be reached in time or is not able to eliminate the defect or procure a substitute in due time.
- 6.6 The claims on the grounds of material defects or lack of title shall be subject to a period

of limitation of 36 months as from the point of transfer of risk, unless no other regulation has been explicitly agreed. For delivery parts which did not remain in the company during the examination of the defect and/or elimination of the defect, the period of limitation or a running warranty shall be extended by the period of interruption of business. For any repaired or newly delivered parts the period of limitation or warranty shall begin anew as from this point of time (beyond the legal restraint).

## **7. Product liability, release, third-party liability insurance**

- 7.1 In so far as the Supplier can be held responsible for damage to products, he shall be obliged to in so far release us from damage claims raised by any third party at the initial request, if the cause herefor lies in his domain or organisation and he himself warrants vis-à-vis relations to the outside world.
- 7.2 Within the scope of his liability for damage cases within the sense of clause 6.1 of these Purchase Terms the Supplier shall also be obliged to refund any expenses arising on our part in connection with the callback campaigns performed by us. We agree to inform the Supplier of the contents and scope of the callback measures to be performed and to give him the opportunity to render a statement, in so far as this is possible and reasonable. Other legal claims shall not be affected hereby.
- 7.3 The Supplier commits himself to take out a product third-party liability insurance with an insurance coverage amount of ..... million € per damage to persons/property; if we are entitled to any further damage claims, these shall not be affected hereby.

## **8. Design rights and intellectual property rights**

- 8.1 In so far as the ordered parts have been designed by us, the Supplier commits himself to neither deliver nor to offer these to any third party, either at the present point of time or at any later point of time. Models, drawings, samples and any such which we make available to the Supplier for the purpose of executing the order, shall remain our property. These shall be returned to us as soon as the order has been executed.
- 8.2 The Supplier shall warrant that no third-party rights are violated in connection with his delivery.
- 8.3 If claims are raised against us by any third party for the reasons outlined above, the Supplier shall be committed to release us from these claims at the first written request. We shall not make any agreement, and shall in particular not come to any compromise settlement with the third party in concern without obtaining the Supplier's approval.
- 8.4 The Supplier's obligation to release us from any and all claims shall refer to all applications which necessarily arise in connection with the claims raised by any third party.

## 9. Provision of material and parts

Materials and parts which we provide shall remain our property. They may only be used within the scope of our order. Processing of the materials and assembly of the parts by the Supplier shall be performed on our behalf. In the case of blending, connecting or processing our materials and parts with other objects not belonging to us, we shall acquire title in the new product in the ratio of the value of our materials and parts to the other objects processed therein. If the object is viewed as the Supplier's main item, he shall assign his co-ownership therein in an appropriate ratio to us.

## 10. Spare parts

- 10.1 The Supplier agrees to supply us with spare parts for a period of at least 5 years, calculated from the date of the last delivery under reasonable conditions. The spare parts shall be supplied within 10 days after delivery, in so far as these are serial parts; in the case of special parts the delivery period shall be separately agreed in the individual case.
- 10.2 If the Supplier discontinues the delivery of spare parts after a termination of the period specified in Clause 10.1 sentence 1, we shall be given the opportunity to place a last order for which reasonable prices shall be charged.

## 11. Miscellaneous

- 11.1 The Supplier shall not be authorised without obtaining our approval in advance to assign the order to any third party.
- 11.2 We agree to treat the personal data of the Supplier according to the Bundesdatenschutzgesetz (Federal Data Protection Act).
- 11.3 If a contractual partner discontinues his payments or if insolvency proceedings are instituted against him, the other contractual partner shall be authorised to withdraw from the agreement for the part of the agreement which has not been fulfilled.
- 11.4 In so far as no other regulation is explicitly agreed, the place of fulfilment for the delivery obligation shall be the delivery address desired by us. For all remaining obligations of both contractual parties the place of fulfilment shall be our company address.
- 11.5 Place of jurisdiction shall be Oppenau.
- 11.6 This agreement shall be construed in compliance with the laws of the Federal Republic of Germany with the exception of any conflict of laws, of the standard UN Convention on Contracts for the international sale of goods or any other conventions on the rights in connection with the sale of goods.

Version: 1<sup>st</sup> September 2014