

Sect. 1 Principles of the Contract

- (1) Our Terms and Conditions of Purchase shall apply exclusively. Any terms and conditions of the supplier that conflict with or deviate from our terms and conditions shall not be recognized; this shall also apply in the event of unconditional acceptance of the delivery. We do not recognize conflicting terms and conditions even if we do not expressly object to them or when referring to letters coming from the contractual partner in which reference is made to his terms and conditions. Our Terms and Conditions of Purchase shall also apply to all future transactions with the supplier, even if they are not expressly included again.
- (2) The statutory provisions (in particular BGB (German Civil Code) and HGB (German Commercial Code) shall apply in addition.
- (3) These Terms and Conditions of Purchase shall only apply to contractors within the meaning of Art. 14 BGB (German Civil Code).

Sect. 2 Offer, Contract Documents and Confidentiality

- (1) Our order is subject to change without notice unless binding periods are agreed in the specific case.
- (2) Design drawings, plans, documents, models, electronic data carriers, drawings and similar company documents shall remain our property and are always to be treated as strictly confidential. They may not be made accessible to third parties without our consent. The supplier undertakes to maintain strict secrecy with regard to all other information that comes to his knowledge in the course of his work for us. Information or aspects of the business relationship which were already publicly known at the time of disclosure as well as such information or aspects of the business relationship which were already demonstrably known to the supplier prior to the disclosure of the information by us shall not be subject to the duty of confidentiality.

He is obliged to impose these obligations on his personnel and subcontractors as well. Upon request as well as after completion of the order, the documents together with copies and duplicates shall be handed over to us.

Reference advertising with our name and the like shall only be permitted with our prior consent.

All records, documents and files which are of importance for the service shall be submitted by the supplier without prompting when the service is delivered at the latest.

In the event of a violation of these obligations, the supplier shall be fully liable to us in accordance with the statutory provisions.

Sect. 3 Prices and Terms & Conditions of Payment

- (1) The price stated in the order is binding.
- (2) Unless otherwise agreed, it includes the statutory value added tax. "Free domicile" delivery including loading and packaging is also included.
- (3) We shall be entitled to offsetting and retention rights to the extent provided by law.
The supplier shall only be entitled to offsetting and retention rights insofar as the counterclaim on which the right to refuse performance, the right of retention or offsetting is based, is undisputed or has been legally established or is ready for a decision.
- (4) We shall settle invoices within 14 days with a deduction of 3% discount, otherwise without discount within 60 days; the payment and discount periods shall run from receipt of the invoice, but not before delivery of the goods or rendering and acceptance of the service or before complete handing-over of contractually agreed documentation or other documents. In the case of more favourable terms of payment of the supplier, these shall apply without his General Terms and Conditions being otherwise recognized.
- (5) Payments may be made by cheque or bank transfer. Payment shall be deemed to have been made on a timely basis if the cheque has been sent by post on the due date or if the bank transfer has been commissioned at the bank or post office on the due date.
- (6) If the supplier's solvency deteriorates to an extent that jeopardizes the fulfilment of the contract or if the supplier stops his deliveries, we shall be entitled to withdraw from the contract. The right of withdrawal may also be exercised only partially.

Sect. 4 Delivery time and Delivery Delay

- (1) The delivery time stated in the order is binding. The supplier will notify us without delay as soon as he assumes that he will not be able to adhere to delivery deadlines or will not adhere to them on time; the notification will include the reason and the expected duration of the delivery delay.

Partial services, which have not been agreed, are not permitted unless we expressly request them or consent to such partial deliveries.

- (2) In the case of a delivery delay, we shall be entitled to claim a lump-sum payment for the default damage caused up to the sum of 1% of the delivery value (net excluding value added tax) for each week of delay; however, we may assert a maximum of 5% as a lump sum.

In this context, the supplier has the right to prove to us that no damage or significantly lower damage has been incurred.

We reserve the right to assert further statutory or contractual claims (in particular damages compensation due to breach of duty).

- (3) Delivery or service dates as well as delivery or service deadlines shall be specified in writing; they shall be deemed to adhere to if the delivery item has been received by us in accordance with the contract by the time of the expiry date.

The supplier will always choose the cheapest and most suitable mode of dispatch and transport from our point of view.

Each delivery must contain a delivery note and a packing slip (in the case of shipping, the name and address of the shipping company and the ship must be stated).

The order code and information on the unloading point specified by us must be stated in full in all documents (in particular on invoices and delivery slips, in dispatch notes, on packing notes and in waybills as well as on the outer packaging).

Hazardous substances and dangerous goods are to be packed, labelled and shipped in accordance with nationally and internationally applicable regulations. The information in the accompanying documents shall comply with the respective national provisions.



The supplier is responsible for the compliance with these duties also by his subcontractors.

He shall be liable for all damages and necessary expenses resulting from the breach of his duties.

Consignments which cannot be accepted due to the breach of these obligations shall be stored at the supplier's expense and risk. We may determine the content and condition of such consignments.

The take-back rules with regard to packaging are determined by the respectively valid packaging ordinance.

The risk shall only pass upon delivery after unloading by the supplier or the transport company to the shipping address specified by us or upon acceptance. This shall also apply if our staff assists with unloading.

Sect. 5 Inspection for defects

- (1) Deliveries shall only be inspected by us upon receipt of the goods for identity and quantity on the basis of the delivery slip and for externally recognizable transport damage. The supplier undertakes to carry out a final inspection of the goods and will conclude a quality assurance agreement with us upon request.
- (2) In the event that there is no quality assurance agreement or that there are evident defects, our complaint is deemed to be timely in any case if, in the case of obvious defects, it is received by the supplier within 7 working days (excluding Saturdays), calculated from the date of receipt of the goods or, in the case of hidden defects, from the date of their discovery. Insofar as the "immediate deadline" mentioned in the Art. 377 HGB (German Commercial Code) should be longer than 7 working days in a special case, this longer deadline applies. In this respect, the supplier waives the objection of a delayed notification of defects.
In the case of transit transactions, the complaint of the Client shall be taken into account.

Sect. 6 Liability for Material Defects and Defects of Title

- (1) We shall be fully entitled to all statutory rights in the case of material defects and defects of title.
The statutory definition of defects shall apply. The supplier is in particular responsible for ensuring that the delivery item complies with the contractual and statutory specifications and not exhibiting any other defects. The delivery item must in particular comply with the current rules of science and technology, as well as the respectively applicable environmental, occupational health, safety and accident prevention regulations and be free of third-party rights.
In the event of defects, we are in particular entitled to request, at our discretion, rectification of the defect or delivery of a defect-free item (supplementary performance); the supplier shall bear the required costs here to their full extent.
Furthermore, we shall be entitled to the statutory compensation claims for damages in full and without limitation. The acceptance of the goods or a sample or a specimen shall not automatically release the supplier from his liability for defects.
- (2) A statute of limitation of three years shall apply for legal defects and four years for material defects resulting from delivery unless longer periods or a later start of the limitation period are provided for by law. Insofar as supplementary performance involves a new supply of the delivery item, the limitation period shall start anew if this delivery is viewed as an acknowledgement of the duty of the supplementary performance. The same shall apply in the case of rectification of the defect for the improved part of the delivery item.
- (3) In urgent cases (imminent danger or special urgency), we shall be entitled to remedy the defect ourselves at the supplier's expense. An urgent case is deemed when it is no longer possible to inform the supplier and to set him a deadline (even with short notice) for supplementary performance.

Sect. 7 Retention of title

- (1) Insofar as we provide parts to the supplier, we reserve title thereto.
- (2) The retention of title also extends to the full value of the products resulting from the processing or transformation of our goods, whereby these processes are carried out for us, so that we are deemed to be the manufacturer. If, in the case of processing or transformation with goods of third parties, their right of ownership remains, we shall acquire co-ownership in the ratio of the objective values of these goods.
If our goods are mixed or combined with other objects, we shall also acquire co-ownership in the ratio just above described. If this process takes place in such a way that the supplier's item is to be viewed as the main item, it is agreed that the supplier shall transfer co-ownership to us on a pro-rata basis.
The manufacturer shall keep our property in safe custody with due diligence.
- (3) We do not recognize any extension or prolongation of a reservation of title which goes beyond the simple reservation of title of the supplier to the unprocessed supplier product stored with us, in particular after processing, combining or mixing with other goods as well as after sale of the supplier product, unless it has been agreed with us individually.



Sect. 8 Indemnification, Recall Costs, Recourse, Insurance

- (1) If claims are made against us due to a defect in the item delivered by the supplier for reasons of manufacturer liability, product liability or due to other liability facts, the supplier shall indemnify us against the liability resulting from the defect insofar as the cause lies within its sphere of control and organisation and he is liable in the external relationship. The indemnification has to be made upon first request.
- (2) Within the scope of its own liability for damages within the meaning of Para. 1, the supplier shall also be obliged to reimburse us for any expenses pursuant to Art. 683, 670 BGB (German Civil Code) or Art. 830, 840, 426 BGB arising from or in connection with a lawful warning or recall action carried out by us. Within the bounds of reasonableness and possibility, we shall inform the supplier immediately of the content and scope of the action and give him the opportunity to comment. We reserve the right to assert further legal claims.
- (3) If other claims are made against us elsewhere due to a defect in the item delivered by the supplier, we shall be fully entitled to the statutory recourse claims against the supplier provided for in this respect.
- (4) Further claims and rights against the supplier shall remain unaffected by these provisions.
- (5) The supplier undertakes to take out and maintain business and product liability insurance with a coverage of at least € 5 million for personal injury, property damage and product asset damage as well as a general recall costs insurance with a coverage of at least € 1 million. The scope of the product liability insurance must extend to the forms of coverage of the extended product liability insurance. The coverage must also extend to damages abroad. Furthermore, the supplier must ensure that the payment of the disassembly and assembly costs is also insured within the scope of his statutory obligation to provide supplementary performance.

The supplier should submit these terms and conditions of purchase to his product liability insurer for co-insurance of the defects notification procedure described in Sect. 5 and the limitation period specified in Sect. 6, Para. 2 as well as the obligation to indemnify contained in Sect. 8, Para.1 or confirmation of the non-impairment of coverage in accordance with Sect.7.3 AHB/GTCLI (General Terms & Conditions for Liability Insurance). Furthermore, the supplier shall take out sufficient environmental liability insurance and transport insurance at its own expense.

As proof of the existence of the aforementioned insurances, the supplier shall provide us with the insurer's confirmation of the aforementioned scope of coverage (Certificate of Insurance) at the latest upon conclusion of the contract.

Sect. 9 Property Rights

- (1) The supplier guarantees that no rights of third parties are violated in connection with his delivery. Upon request, the supplier will inform us about all property right applications which he uses in connection with the delivered items or services. If he discovers the infringement of property rights or applications for ownership, he shall notify us thereof without being requested to do so and without delay and shall provide us with all information necessary for a possible defence against the claim as well as to support us in the defence against the claims appropriately at his own expense.
- (2) If claims are asserted against us by third parties, the supplier shall be obliged to exempt us from these claims if he is responsible for the violation of the rights of third parties. The exemption takes place at the first request. We are not entitled to make any agreements (in particular settlements) with the third party without the supplier's consent.
- (3) This obligation to indemnify shall also relate to all expenses that we necessarily incur as a result of or in connection with a claim by a third party.
- (4) Any further claims and rights against the supplier shall remain unaffected by these provisions.
- (5) Unless a longer period is provided for by law, the limitation period for claims according to Para. (1) up to (4) shall be three years and shall commence upon supply of the delivery item (in the case of work contracts with the acceptance of the service).

Sect. 10 Withdrawal and Joint and Several Liability

- (1) The supplier's statutory right of withdrawal shall neither be excluded nor restricted. Likewise, any legal or contractual rights and claims to which we are entitled shall neither be excluded nor restricted.
- (2) We are only fully liable for intent and gross negligence (also of our legal representatives and vicarious agents) as well as for injury to life, body and health. We are also unrestrictedly liable when issuing warranties and assurances if a defect covered by them triggers our liability. There is also no limitations in the case of liability based on hazardous facts.
- (3) In the event of any other culpable breach of substantial contractual obligations (cardinal obligations), our remaining liability shall be limited to the foreseeable damage that is typical for the contract.
- (4) In all other respects, our liability - irrespective of the legal reasons (in particular claims arising from the breach of main and ancillary contractual obligations, tortious acts and other tortious liability) - is excluded.
- (5) The same (exclusions, limitations and exceptions thereto) shall apply to claims arising from culpa in contrahendo.
- (6) In the case of reimbursement of expenses, this Sect. 10 shall apply accordingly.
- (7) Any exclusion or limitation of our liability shall also apply to our legal representatives and vicarious agents.
- (8) A reversal of the burden of proof is not intended. Cardinal duties are substantial contractual obligations, i.e. those obligations which give the contract its character and on which the contractual partner may rely; these are thus the substantial rights and duties which create the conditions for the fulfilment of the contract and are indispensable for the achievement of the contractual purpose.



Sect. 11 Place of Performance, Place of Jurisdiction, Applicable Law and Allocation of the Burden of Proof

- (1) The place of performance for deliveries shall be the place to which the goods are to be delivered in accordance with the order. The place of performance for our obligations (in particular for our payments) is our place of business.
- (2) The place of jurisdiction is our place of business if the supplier is also a merchant, a legal entity under public law or a special fund under public law. The same shall apply if he has no general place of jurisdiction in Germany or moves his registered office abroad after the conclusion of the contract. We are also entitled to sue him at other admissible places of jurisdiction.
- (3) With regard to all claims and rights arising from this contract, the law of the Federal Republic of Germany (BGB, HGB) shall apply. The contractual language is German.
- (4) None of the clauses agreed in these terms and conditions shall alter the statutory or judicial allocation of the burden of proof.

Sect. 12 Other provisions

- (1) Any changes to the contract can only become effective with our consent.
- (2) Should individual provisions of these terms and conditions be wholly or partially invalid or void, the remaining provisions shall remain unaffected.
- (3) We will treat all data of the supplier exclusively for the purposes of the business transactions and in accordance with the requirements of the respectively applicable data protection provisions. Upon written request, the supplier also has a right to information about his personal data collected, processed and used by us.
- (4) All terms and regulations are to be understood as gender-neutral and also otherwise anti-discriminatory within the meaning of the General Act on Equal Treatment (AGG).

