

## 1. SCOPE OF APPLICATION

(1) The present General Conditions of Purchase apply to all order relationships with our suppliers (in the following referred to as: "Seller"), provided that the seller is an entrepreneur (§ 14 German Civil Code [BGB]), a legal entity under public law or a public special asset.

(2) These Conditions of Purchase apply exclusively. Diverging, adverse or additional terms and conditions of the seller shall only become part of the contract and only insofar as we have expressly approved the conditions in writing. This approval requirement shall apply in any case, for example also if we unconditionally accept the deliveries of the seller knowing their general terms of business or if we settle payments for services of the seller.

(3) Insofar as not otherwise agreed, these Conditions of Purchase shall apply in the version applicable at the time when the purchaser places an order or in any case in the version notified to them most recently in text form and also for similar future contracts without us having to refer to these again in each individual case. For the interpretation of these conditions of purchase the German version shall be decisive.

(4) Legally-relevant declarations and notifications of the seller in relation to the contract (e.g. specifying a deadline, reminder, withdrawal) shall have to be submitted only in writing, that is in written or text form (e.g. letter, email, telefax) in order to become effective.

## 2. CONCLUSION OF CONTRACT

(1) Our orders shall bindingly apply at the earliest with submission in writing or acknowledgement confirmation. Prior to acceptance, the seller shall point out to us any obvious mistakes (e.g. typing and calculation errors) and incompleteness of the purchase order, including order documents, for the purpose of correction or completion; otherwise, the contract shall be regarded as not concluded.

(2) The seller is obliged to confirm our order in writing within a period of 2 weeks or by carrying out dispatch of the goods without reservation (acceptance). A delayed acceptance represents a new offer of the seller which shall have to be accepted by us in writing to become effective.

(3) Oral provisions are only valid and applicable if confirmed by us as such in writing.

## 3. PRICES AND PAYMENT

(1) The price stated in the purchase order shall be binding. All prices shall be net prices if the value added tax is not indicated separately.

(2) Unless otherwise agreed in the individual case, the price includes all services and auxiliary services of the seller (e.g. assembly, installation) as well as all other additional costs (e.g. proper packing, transport costs including potential transport and third-party liability insurance).

(3) The agreed price shall be due for payment within 30 calendar days from the completed delivery and service (including a potentially agreed approval) as well as receipt of a proper, verifiable invoice. If we make payments within 14 calendar days, the seller shall grant us a discount of 3% on the net invoice amount. Payments shall be considered made in good time when our transfer order has been received by our bank before expiry of the period for payment.

## 4. DELIVERY TIME, ACCEPTANCE, TRANSFER OF RISKS, DELAY IN DELIVERY

(1) The delivery time specified by us in the purchase order shall be binding. The seller shall be obliged to inform us immediately in writing if – for whatever reasons – they will probably not be able to comply with the agreed delivery times. Occurrence of the delay shall remain unaffected despite this notification.

(2) If the seller does not or not render their services within the agreed delivery time or otherwise fails to meet the deadline, our rights – particularly with regard to withdrawal and indemnity and regardless of the provision according to paragraph 3 – shall be determined in accordance

with the legal statutes.

(3) Generally, partial services and deliveries shall be inadmissible and shall not have to be accepted by us. This shall not apply if acceptance of a partial service should not be unreasonable on a case-by-case basis (for example due to substantially increased costs or increased personnel expenses).

(4) If the seller should be culpably responsible for a delay, we shall be able to demand – apart from further statutory entitlements – a contract penalty in the amount of 2 % of the net price per completed calendar week of the delay, but not more than 5 % of the net price of the goods delivered late. The amount shall be deducted from the next due payment obligation. We reserve the right to prove that a higher damage has occurred. The seller shall retain the right to furnish proof of the fact that no or only a considerable lower damage has occurred.

(5) Without our prior consent in writing, the seller shall not be entitled to have third parties (e.g. subcontractors) carry out the service for which they are responsible.

(6) Within the EU, the delivery shall take place "free domicile" to the place stated in the purchase order. If the place of destination has not been stated and nothing else has been agreed in writing, the delivery shall take place to our place of business in Wiehl. The respective place of destination shall also be the place of performance of the delivery and a potential supplementary performance (obligation to fulfil).

(7) Consignments shall be accompanied by a delivery note stating the date (issue and dispatch), contents of the delivery (article number and quantity) as well as our order identification (date and number). If the delivery note is missing or incomplete, we shall not be responsible for delays in processing and payment resulting from this. Separately from the delivery note, a corresponding advice of shipment with the same content shall be sent to us.

(8) The risk of coincidental loss and coincidental deterioration of the purchased item shall pass to us upon delivery (declared readiness for unloading) at the place of fulfilment. If an acceptance procedure has been agreed upon, this shall be authoritative for the passing of risk.

(9) The statutory provisions shall apply for the occurrence of our acceptance delay. The seller shall, however, expressly offer us their performance also if a particular or determinable calendar time has been agreed for an action or active participation on our part (e.g. provision of material).

## 5. CONFIDENTIALITY AND RESERVATION OF PROPRIETARY RIGHTS

(1) We shall reserve property rights and copyrights in respect of illustrations, plans, drawings, calculations, executive instructions, product descriptions and other documents as well as materials and substances. Documents of this kind shall be used exclusively for the contractual performance and shall be returned to us after completion of the contract. The documents shall be kept in confidence against third parties, that is also after termination of the contract. The obligation of confidentiality shall expire only and to the extent that the information concerned has become generally known. This shall also apply to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other objects which we provide to the seller for production. Such items shall – so long as they are not processed – be stored separately and insured to a reasonable extent against destruction and loss at the expense of the seller.

(2) The processing, mixing or connection (further processing) of objects provided by the seller is carried out for us. The same shall apply in the event of further processing of delivered goods by us so that we are considered as manufacturer and with further processing obtain ownership at the latest subject to the provisions of the law.

(3) The title to goods shall be transferred to us unconditionally and regardless of whether the purchase price has been paid. If on a case-by-case basis, however, we accept

## 6. WARRANTY CLAIMS

(1) With regard to defects of quality and title of the goods, the general statutory regulations shall apply to the proviso of the following regulations:

(2) As an agreement for the contractually agreed quality are considered all product descriptions which – in particular due to the designation or reference in our purchase order – are object of the relevant contract or have been integrated in the contract in other ways.

(3) The commercial duty to examine and to notify defects shall be governed by the statutory provisions (§§ 377 and 381 German Commercial Code) subject to the following conditions: Our duty to examine shall be limited to defects which become apparent upon visual check during our incoming goods inspection including the delivery documents or during our quality control using sampling (e.g. transport damage, wrong or short deliveries). As far as an acceptance of performance should have been agreed, a duty to examine exists beyond the general approval. Apart from that, it shall depend to what extent an inspection is feasible taking into account the circumstances of the individual case according to the proper course of business. Our duty to notify defects which are detected later on shall remain unaffected.

(4) Subsequent performance also includes the removal of defective goods and new installation if the goods have been installed in or attached to another object in accordance with their intended purpose; our statutory right to compensation of corresponding expenses shall remain unaffected. The expenses required for the purpose of examination and subsequent performance shall bear the seller also if it turns out that there was actually no defect. Our liability for compensation in the event of an unjustified request to remedy a defect shall remain unaffected; to this extent, we shall be liable only if we have detected or were grossly negligent in failing to recognize that there was no defect.

(5) If the seller does not comply with their obligation for subsequent performance – according to our choice by either removal of the defect or by delivering a defect-free object (replacement) – within an adequate period of time set by us, we shall then be entitled to remove the defect ourselves and to demand compensation for expenditures or a corresponding advance payment. If the subsequent performance through the seller has failed or is unacceptable for us (e.g. on account of special urgency, hazard of operating safety or imminent occurrence of disproportionate damages), there shall be a need to set a deadline; we will then inform the seller about such circumstances immediately, if possible in advance.

## 7. MANUFACTURER LIABILITY

(1) If the seller is responsible for a product damage, they shall have to indemnify us from any third-party claim insofar as the cause were set in their control and organisation and they were liable in relation to third parties.

(2) Under their obligation to indemnify, the seller shall have to reimburse any expenses pursuant to §§ 683, 670 German Civil Code (BGB) that arise out of or in connection with any recourse taken by third parties including for recall campaigns carried out by us. Insofar as this is possible and reasonable, we shall inform the seller regarding the contents and extent of product recalls and give them the opportunity to comment. Further legal claims shall remain unaffected.

(3) The seller shall take out and maintain product liability insurance with a coverage total of EUR 5 million flat-rate per case of damage of personal injury/property damage, and shall provide us with evidence of the same upon request. If the proof remains undone despite having set a deadline, we reserve the right to withdraw from the contract and to claim damages.

## 8. OTHER REGULATIONS, PLACE OF JURISDICTION

(1) The supplier can only offset against our claims with undisputed or legally valid claims.

(2) The place of performance for all deliveries and services shall be the delivery address stated by us in the respective purchase order or alternatively the registered office of our company in Wiehl.

(3) The place of jurisdiction for merchants, legal persons under public law or a public special asset shall be Wiehl. We shall, however, remain entitled to take legal action against the supplier at the place in which the domicile of the supplier is located or at a deviating place of performance.

(4) The law of the Federal Republic of Germany shall apply under exclusion of the UN sales law.

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