

# - General Conditions of Purchase -

## 1. General provisions

1.1. Our Conditions of Purchase apply exclusively; we shall not recognize terms and conditions of the Supplier which conflict with, or deviate from, our Conditions of Purchase, unless we have expressly agreed to their validity in writing. Our Conditions of Purchase also apply if we accept a delivery from the Supplier without reservation in the knowledge that our Supplier's terms and conditions conflict with or deviate from our Conditions of Purchase. Our Conditions apply for all future business relations, even if not explicitly agreed.

1.2. Our Conditions of Purchase apply in business transactions with companies, legal entities under public law and special funds under public law.

## 2. Offer

2.1. Our enquiries of the Supplier are only invitations to the Supplier to issue an offer.

2.2. The Supplier must confirm our order promptly and in writing, at the latest, within 3 working days of receipt, otherwise we will be entitled to cancel our order. Our orders, acceptances and call-offs can, however, be effected by remote data transmission.

2.3. Within the scope of what is reasonable for the Supplier, we may request amendments to the contractual object in construction and design. Any effects of such amendments, in particular, in respect of increased or reduced costs and changes to delivery deadlines, are to be regulated appropriately and by mutual agreement. Amendments by the Supplier require prior, written consent by us in order to be effective.

2.4. The Supplier undertakes personally to review drawings, calculations, specifications and other instructions from us, within the scope of its general and particular, specialist knowledge, for errors and inconsistencies and, where appropriate, to notify us without delay and in writing of any concerns so that these can be clarified.

2.5. We retain proprietary rights and copyright to images, drawings, calculations and other documentation created by us; these may not be disclosed to third parties without our express, written consent thereto. Such items are to be used exclusively for production based on our order; after processing of the order, they must be returned to us without further request. They must not be disclosed to third parties.

2.6. The Supplier bears the procurement risk for the goods.

## 3. Delivery - Delivery deadlines

3.1. The Supplier must perform the delivery itself. The Supplier may only assign subcontracts with our written consent.

3.2. Delivery deadlines and periods specified in the order or call-off are binding. Deliveries must correspond to the order in construction, scope and scheduling.

3.3. The delivery must, unless otherwise agreed, be made to us or to a place of delivery specified by us DDP in accordance with Incoterms 2010.

3.4. For compliance with the delivery deadline or delivery period, receipt of the contractual object and the shipping documents by ourselves or by the receiving point is determinative.

3.5. Where agreed deadlines are not upheld, statutory provisions will apply. Insofar as the Supplier experiences difficulties with respect to manufacturing, obtaining the primary materials, compliance with delivery deadlines or there are similar circumstances, which prevent the Supplier from delivering on time or with the level of quality agreed, the Supplier must inform us immediately. We are entitled, in particular, after a reasonable grace period has expired to no avail, to claim compensatory damages in lieu of performance or to withdraw from the contract. Where we claim compensatory damages, the Supplier is entitled to provide evidence to us that it is not responsible for the breach of obligations.

3.6. Unconditional acceptance of a delayed delivery or service does not represent a waiver by us of any entitlement to compensation as a result of the delayed delivery or services, this will apply until complete payment owed by us for the relevant delivery or services. Extra freight charges for urgent and express consignments, which arise as the result of non-compliance with the agreed delivery period, must be borne by the Supplier.

3.7. Partial deliveries are strictly prohibited, unless we have expressly consented to these or these are reasonable for us.

3.8. Where the Supplier has agreed to carry out installation or assembly and unless otherwise agreed, subject to deviating provisions, the Supplier will bear all necessary ancillary expenses such as, for example, travel expenses, provision of tools.

3.9. In the case of deliveries deviating from the ordered quantities and for deliveries ahead of schedule, we reserve the right to refuse acceptance of the delivery at the expense of the Supplier or to adjust the value of the invoice accordingly.

3.10. The Supplier must package the goods appropriately.

3.11. The Supplier warrants that the goods do not contain any materials, which fall within the scope of the prohibition on hazardous substances in EC Directive 2011/765/EU (RoHS). The Supplier further warrants that materials incorporated in the goods and their use(s) are either already registered or exempt from the registration duty according to (EC) Regulation No. 1907/2006 (REACH Regulation) The Supplier will also, if necessary, compile the Safety Data Sheet in accordance with Annex II of the REACH Regulation and provide this to us. Where the goods delivered are classified as dangerous goods under international regulations, the Supplier will inform us of this, at the latest upon confirmation of the order.

3.12. The Supplier must provide us with appropriate assistance in obtaining customs and other public benefits and will provide evidence and documentation that we request in this regard, in particular, certificates of origin.

3.13. Where acceptance cannot be effected by us in a timely manner due to force majeure or other unavoidable events, the acceptance period will be appropriately extended and there will be no default in acceptance.

3.14. The Supplier undertakes to quote our order number accurately on all shipping documents and delivery notes; if it fails to do so, we cannot be held responsible for delays in processing.

## 4. Pricing - Payment terms

4.1. Prices are fixed prices. All additional delivery costs (customs duties, packaging, transportation, insurance) must be indicated separately by the Supplier in its offer and, with the exception of statutory VAT and in the absence of contrary, written agreement, must be borne by the Supplier. Empty containers and packaging material, unless disposable, are to be returned freight forward at the Supplier's expense.

4.2. Increases in the price of the contractual object, including increased additional delivery costs, require our prior, written consent in order to be effective.

4.3. Invoices will only be processed by us, if we receive them separately from the goods shipment and they bear – in accordance with our order specifications – the order number indicated there; the Supplier will be held responsible for all consequences arising as a result of non-compliance with this obligation, unless it is able to prove that it is not responsible for these consequences.

4.4. Insofar as no other agreement has been reached, invoices must be settled either within 30 days net as of the payment due date and receipt of the invoice and goods or provision of the services. Payment is made subject to invoice verification.

4.5. We hold rights of set-off, rights of retention and the right to plead non-performance of the contract in accordance with statutory provisions. We are, in particular, entitled to retain payments due, so long as we are entitled to make claims against the Supplier arising from incomplete or defective services.

## 5. Quality

5.1. The Supplier guarantees, that its goods and services possess the characteristics, qualities and features specified in the order and correspond to the specifications, drawings, samples and other descriptions provided by us.

5.2. The Supplier is obliged to carry out quality assurance of a suitable nature and scope, corresponding to the current state of the art.

5.3. Where initial samples or approval samples are requested, the Supplier may begin series production only after having received our formal, written approval.

5.4. We expect the Supplier to use the newest technology available for the products supplied to us and to alert us to potential improvements and technical changes. Changes to the contractual object require, in any case, our prior, written consent.

## 6. Notification of defects

We must notify the Supplier of defects in the contractual object as soon as these are identified in the normal course of business, within 10 working days. In this respect, the Supplier shall waive any plea for late

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notification of defects. Our obligation to examine for defects and to notify defects is limited to examination of quantitative details on the relevant delivery note and to visually discernible shipping damage upon delivery (visual defects). Any further obligation to examine for defects and to notify defects does not form part of these Conditions and the Supplier expressly waives its right to object to notification of defects carried out improperly according to § 377 German Commercial Code. Our payment does not represent recognition that the delivery is free from defects.

### 7. Warranty

7.1. The Supplier is responsible for the defect-free condition of the contractual objects. In particular, it warrants that the contractual objects use the latest technological advances, comply with generally-recognized technical safety regulations issued by competent authorities and professional associations and are in accordance with relevant legislation.

7.2. We are entitled to statutory claims for defects without restriction; in any case, we are entitled to require from the Supplier, at our discretion, rectification of the defect or delivery of a new item. The right to damages, in particular, damages in lieu of performance, remains expressly reserved. Further, we are entitled to carry out rectification of the defect ourselves at the expense of the Supplier, if there is a risk in delay or special urgency.

7.3. The limitation period for claims for defects is – except in cases of malice – 36 months, calculated from transfer of risk. For contractual objects, which cannot continue in operation during examination for defects and/or removal of defects, the warranty period already commenced will extend by the period of operational interruption. In the event of exchange, or in cases where the rectified contractual object displays the same defect or where a defect occurs as a consequence of rectification, the limitation period will begin to run again.

7.4. Where we incur costs as a result of the defective delivery of the contractual object, in particular, shipping, travel, labour, installation, dismantling or materials costs or where the costs of an incoming goods inspection exceed the customary costs, the Supplier must bear these costs.

7.5. Other claims by us as a result of breach of contract or violation of other obligations remain unaffected.

### 8. Product liability – Liability insurance cover

8.1. In the event that a claim is made against us on the basis of product liability, the Supplier undertakes to indemnify us against such claims by third parties, if and to the extent that a fault is caused by the contractual object delivered by the Supplier. This will only apply in cases of fault-based liability where the Supplier is at fault.

8.2. The Supplier is liable for all costs and expenses for damages under Article 6.1 pursuant to §§ 683, 670 German Civil Code, and in accordance with §§ 830, 840, 426 German Civil Code, which result from or in connection with a recall campaign initiated by us.

8.3. We will notify the Supplier of the content and scope of a recall campaign, which results, in whole or in part, from a defect in the contractual object delivered by the Supplier and we will provide the latter with the opportunity to collaborate and discuss with us how to implement the campaign effectively, unless notification of, or collaboration by, the Supplier is impossible on account of particular urgency. Other statutory rights remain unaffected.

8.4. The Supplier undertakes to maintain product liability insurance with an appropriate level of cover per personal injury / property damage claim – lump sum – and to provide evidence of this to us upon request. Where we are entitled to further claims for compensation, these will remain unaffected.

### 9. Industrial property rights - Indemnity

9.1. The Supplier must guarantee that the contractual object and its construction comply with the provisions that exist for operation or use of such objects, regardless of whether these provisions are based on European law, statute, official regulations or commercial customs. It will thereby indemnify us from any claims under public or private law for breach of these provisions.

9.2. The Supplier warrants that no third party industrial property rights are infringed in connection with its deliveries. Where a third party makes a claim on such grounds against us, the Supplier undertakes to indemnify us from the claim upon first request.

9.3. Where the Supplier uses the industrial property rights of third parties on the basis of licensing agreements that it has concluded, the Supplier must ensure that use of the contractual products is permitted

in all countries, for which such industrial property rights apply. We have a right of joint use, free of charge, of its industrial property rights applying to the products supplied. The Supplier's indemnity obligation pertains to the expenses which we are obliged to incur in connection with the claim asserted by a third party.

9.4. The above duty of the Supplier to assume liability will not apply, where the Supplier has manufactured the contractual objects in accordance with drawings, models or other similar descriptions or specifications that we supplied and did not know, or, in connection with the products it developed, could not have known that industrial property rights were thereby violated.

9.5. The limitation period for these indemnity claims is 36 months, calculated from the point at which we become aware of the assertion of the third-party claims.

### 10. Execution of works

The Supplier's personnel, who execute works in fulfilment of the contract on works premises belonging to us or a third party specified by us, must observe the provisions of the work regulations set down by us or by the third party specified by us. Liability for accidents suffered by such personnel on these premises is excluded, insofar as such accidents are not caused by wilful or grossly negligent breach of obligations by our legal representatives or vicarious agents.

### 11. Retention of title – Provision

11.1. We retain title to materials, parts, containers, tools and special packaging provided by us and these may only be used in accordance with the terms of the contract. Processing or remodelling by the Supplier is always effected on our behalf.

11.2. Insofar as the goods provided are processed or combined with other objects that do not belong to us, we shall acquire co-ownership of the new item at the ratio of the value of our goods (purchase price plus VAT) to the other processed or combined objects at the time of processing or combination. Where the combination is effected in such a way that the Supplier's item is the main constituent of the new object, it is agreed that the Supplier shall assign proportionate joint title to us. The Supplier shall hold the sole ownership or co-ownership on our behalf.

11.3. The Supplier undertakes to use tools provided by us exclusively for manufacturing the goods we have ordered and to insure the tools belonging to us against fire, water damage and theft, at its own expense and with the insured sum being adequate to cover the replacement value. At the same time, the Supplier assigns all claims for compensation under such insurance to us; we accept such assignment.

11.4. The Supplier undertakes to carry out any necessary maintenance and inspection work and all repair/restoration work on tools provided by us, at its own expense and in a timely manner. Any breakdowns must be notified to us immediately; where the Supplier culpably fails to do so, claims for damages remain unaffected.

### 12. Non-disclosure

12.1. The Contracting Parties undertake to treat as trade secrets all business and technical details not in the public domain, which they become aware of in the course of their commercial relationship.

12.2. The Supplier undertakes to treat all images, drawings, calculations and other documentation and information received as strictly confidential. These may only be disclosed to third parties with our express permission. This duty of confidentiality also applies after termination of this contract.

12.3. Subcontractors must be bound by the same obligations.

12.4. The Contracting Partners may only advertise their business ties with prior, written permission.

### 13. Compliance

13.1. The Supplier undertakes to comply with statutory regulations covering employment rights, environmental protection and health and safety and to strive to reduce the adverse effects of its activities on people and the environment. In this respect, the Supplier will make every feasible effort to establish and develop a management system in accordance with ISO 14001. Further, the Supplier will observe the basic principles of the UN Global Compact Initiative. These relate primarily to the protection of international human rights, collective bargaining rights, the elimination of forced labour and child labour, the elimination of discrimination in respect of employment and occupation, responsibility for the environment and anti-corruption.

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13.2. In the event that the Supplier acts unlawfully on repeated occasions and/or in spite of a corresponding warning, and fails to provide evidence that the infringement of the law was remedied as quickly as possible and appropriate measures were taken to avoid future infringements of the law, we reserve the right to withdraw from existing contracts or to terminate these without notice.

### **14. Place of performance – Place of jurisdiction**

14.1. The place of performance shall be our business headquarters. Insofar as the Supplier is a merchant, a legal entity under public law or special fund under public law, the exclusive place of jurisdiction for deliveries and payments, including for claims in connection with checks and bills of exchange, and for all disputes arising between the Parties from the contracts concluded between them, is our business headquarters. We are, however, entitled to bring legal action against the Supplier at its registered office.

14.2. The law of the Federal Republic of Germany shall apply to the exclusion of conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

14.3. In the event that a provision in these General Terms and Conditions is or becomes ineffective or unenforceable, the validity of the remaining Conditions of Purchase shall not be affected thereby.

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