



General Purchase and Order Terms & Conditions

Section 1 Scope

1. Exclusively these General Purchase and Order Terms and Conditions (hereinafter: General Terms & Conditions) shall apply; Supplier terms and conditions in conflict to or deviating from our General Terms & Conditions will not be accepted without express written permission. Our General Terms & Conditions shall also apply even if we accept delivery by the Supplier unconditionally despite being aware of Supplier's conflicting or deviating terms and conditions.
2. Our General Terms & Conditions shall also apply for any future transactions with the Supplier.
3. The provisions of these General Terms & Conditions apply for all purchase agreements, works agreements and contracts for work and materials, as well as all other contractual agreements on the basis of which our contract partner / the Supplier shall be under obligation to us to supply goods or provide services. The provisions of these General Terms & Conditions shall therefore apply accordingly.

Section 2 Order, Order Documents and Auxiliary Resources for Production

1. Unless otherwise agreed, our order shall be decisive for the contractual relationship with the Supplier. The Supplier is under obligation to notify us in writing within a period of 3 working days if they do not wish to accept our order or not on the stated General Terms & Conditions.
2. We reserve the right of ownership and copyright to any illustrations, drawings, calculations and other documents, as well as any tools, parts and materials, which we may place at the Supplier's disposal for the execution of the order. Materials provided by us are to be worked or processed exclusively for us by the Supplier; in this respect, we are manufacturers as defined by Section 950 BGB. In the event of a new product arising as a result of the combination or mixing of our materials with other products, we acquire joint ownership in the new product in proportion to the value of our materials. The aforementioned documents and items may not be made available to third parties without our express written consent. They may only be used exclusively for the production of the goods ordered by us and are to be returned to us without prompting upon completion of the order.

Section 3 Prices and Payment Terms

1. The price stated in the order is binding. Unless otherwise agreed in writing, the price includes delivery "free domicile" including packaging. We are only obliged to return the packaging insofar as a separate written agreement exists in this respect. If a special price has been agreed for reusable packaging, the Supplier shall refund two-thirds (2/3) of the packaging price upon freight-paid return of the packaging.
2. The aforementioned prices include value-added tax (VAT) at the valid rate.
3. Unless otherwise agreed, invoices will be paid by us within 14 days of receipt of goods and invoice with a discount of 3 %, or net within 30 days of receipt of goods and invoice.
4. We have full statutory rights of offsetting and retention.
5. The Supplier is not authorized to convey to third parties its claims against us from delivery and/or services. Any conveyance in contravention of this ban shall be invalid.

Section 4 Delivery Period and Quantity

1. The delivery period quoted in our order is binding. If circumstances occur preventing a punctual delivery, or if such circumstances come to the attention of the Supplier, the latter is obliged to notify us thereof without delay.
2. If the Supplier is in default of delivery, we are entitled to charge general default damages at an amount of 3 % of the delivery/performance value per completed week of delay, however, not more in total than 5 % of the delivery/performance value; other legal rights remain

unaffected. Both we and the Suppliers have the right to prove that higher or lower damages have arisen as a result of the default. In the event of higher damages, we are entitled to also assert the higher damages.

3. The Supplier is not entitled to make part-deliveries/performances. Supply quantities order by us must be observed exactly; excess and short deliveries are not permitted.

Section 5 Transfer Risk

1. Unless otherwise agreed, deliveries / performance shall be free domicile; a transfer of risk to us shall only take place upon handover of the delivery items/performance.

Section 6 Rights of Third Parties

1. The Supplier guarantees that the ordered merchandise / provided services are not subject to any rights of third parties and that the merchandise may be used or re-sold without infringement of any third-party rights. In the event of any rights, in particular industrial property rights, being asserted in respect of the supplied merchandise / provided services, the Supplier shall assist us to full extent with any legal defence and provide us with all necessary documentation.

Section 7 Warranty

1. The Supplier guarantees explicitly that the supplied merchandise / provided services comply with the specifications stated in our order as well as the requirements known to the Supplier; in particular, the Supplier guarantees the compliance of the merchandise / performance with the corresponding legal and trade association accident prevention regulations. The Supplier is responsible for adherence to these regulations.
2. We are entitled to all statutory guarantee rights without restriction. If subsequent fulfilment by means of replacement delivery or rectification of defects by the Supplier is not feasible or unreasonable for us, we are entitled to carry out subsequent fulfilment ourselves without prior notice or deadline. Costs arising as a result thereof shall be borne by the Supplier.
3. The warranty period is 3 years.

Section 8 Product Liability, Indemnification and Insurance Cover

1. Insofar as responsible for damages caused by the merchandise, the Supplier is obliged to exempt us upon initial request from third-party damage compensation claims as if the cause of the damages were under its sphere of control and/or organisation and it were personally liable to third parties. This applies in particular for any claims being made against us under the laws on liability for defective products or similar domestic or foreign legal provisions.
2. In this respect, the Supplier shall also be under obligation to reimburse us for any expenditure incurred pursuant to Section 683 and 670 BGB that we may incur as a result of any recall campaign conducted by us. Insofar as possible and reasonable, we shall inform the Supplier of the content and scope of any such recall campaign and give the Supplier opportunity to comment on such.
3. The Supplier agrees to take out product liability insurance with an insured sum of EUR 7.5 million per occurrence of personal injury / material damage; any additional claims to which we are entitled shall not be affected.

Section 9 Place of Performance, Applicable Law and Venue

1. Unless otherwise contractually agreed, the place of performance for all reciprocal commitments arising from our orders shall be the domicile of our company.
2. All business transactions shall be governed exclusively by the laws of the Federal Republic of Germany. Application of the CISG (Convention on the International Sale of Goods) is excluded.
3. If the Supplier is a merchant, the venue for any legal disputes shall be the registered office of our company. Nevertheless, we have the right to take legal action against the Supplier at its general place of jurisdiction.



General Terms and Conditions of Sale, Delivery and Payment

Section 1 Scope

1. Exclusively these General Terms and Conditions of Sale, Delivery and Payment (hereinafter: General Terms & Conditions) shall apply; Customer terms and conditions in conflict with or deviating from our General Terms & Conditions will not be accepted without express written permission. Our General Terms & Conditions shall also apply even if we carry out delivery to the Customer in the knowledge of the Customer's conflicting or deviating terms and conditions.
2. Our General Terms & Conditions shall also apply for any future transactions with the Customer.
3. The provisions of these General Terms & Conditions apply for all purchase agreements, works agreements and contracts for work and materials, as well as all other contractual agreements on the basis of which we are under obligation to our contracting partner to supply goods or provide services. The provisions of these General Terms & Conditions shall therefore apply accordingly.

Section 2 Offers/Quotes

1. Our offers/quotes are non-binding and subject to change in all respects without notice.
2. We reserve the rights of ownership and copyright to all illustrations, drawings, calculations and other documents. The aforementioned documents may not be made accessible to third parties without our express written permission.
3. Unless otherwise agreed, all technical matters in connection with the contractual relationship shall be determined first by our technical terms of delivery and otherwise by the relevant DIN standards; in addition to our technical terms of delivery, the following standards shall also apply in particular:

Section 3 Prices and Terms of Payment

1. Unless otherwise stated in the contractual agreements, our prices are "ex works" exclusive of packaging, which will be invoiced separately.
2. All prices quoted by us are net prices; they are exclusive of value-added tax (VAT) which will be charged at the current valid rate on the date of invoicing.
3. Unless stated otherwise in the contractual agreements, the Customer shall be in default of payment at the latest 30 days after receipt of an invoice or demand for payment insofar as default has not occurred previous to this as a result of an official demand for payment. The Customer is not entitled to deduct any discount from our invoices without special written agreement.
4. The Customer is only entitled to any offsetting rights insofar as its counter-claims are legally enforceable, uncontested or recognized by us. Furthermore, the Customer is only entitled to assert a right of retention inasmuch as its counter-claim is based upon the same contractual relationship as the claim for payment.

Section 4 Samples and Production Resources

1. Insofar as the Customer is required to bear costs for the production of samples and/or production resources (tools, templates etc.), they will be invoiced separately from the goods to be supplied and have own date for payment.
2. Unless otherwise agreed, samples and production resources also remain our property without restriction even if the Customer has participated in the costs of production thereof or if the Customer has paid for them in full. We are entitled to unlimited ownership and unrestricted use of these samples and production resources.

Section 5 Delivery and Delivery Period

1. The agreed delivery period shall only commence upon clarification of all technical issues. Adherence to agreed delivery times or legally set delivery deadlines shall be dependent upon our receipt in good time from our suppliers of primary materials or purchased parts ordered by us and which are necessary for the fulfilment of the order (reservation

in respect of own supplies). If, due to delays in deliveries from our suppliers, we are unable to meet the agreed or legally set delivery times, we shall not be in arrears provided that we order the primary materials in good time and have otherwise made all reasonable efforts to guarantee that the primary materials would be delivered on time.

2. If we are in default of delivery for reasons for which we are responsible, customer claims for compensation of damages resulting from the delay shall be limited to an amount of 1 % of the value of the delivery for each completed week of the delay, though not exceeding a maximum of 5 % of the value of the delivery. This restriction shall not apply if the delay is the result of premeditation, gross negligence or infringement of substantial contractual duties (these are obligations, without the fulfilment of which a due and proper execution of the contract would not be possible and upon the adherence to which our contracting partners may regularly depend).
3. Both compensation claims on the part of the Customer for default of delivery and compensation claims in lieu of performance that exceed the limits stipulated in paragraphs 1 and 2 shall be excluded in all instances of delayed delivery, including those after the expiry of any delivery deadline we may have been set. This shall not apply if and to the extent that mandatory liability exists in cases of premeditation, gross negligence or culpable injury to health, life or limb; this is not associated with a change in the burden of proof to the detriment of the Customer. The Customer may only withdraw from the contract within the limits of legal provisions insofar as we were responsible for the delay in delivery.
4. The Customer is obliged upon our request to declare within a reasonable period of time whether it wishes to withdraw from the contract due to delay in delivery and/or demand compensation in place of the delivery or insist on fulfilment of the performance.
5. If the Customer is in default of acceptance or infringes upon any other obligations to cooperate, we shall be entitled to demand compensation for any loss we have suffered, including possible additional expenses. Under these circumstances, the risk of accidental loss or accidental deterioration of the purchased item shall also pass over to the Customer at the time of refusal of acceptance.
6. Insofar as agreement has been reached in supply contracts that deliveries shall be made upon call by the customer, the Customer must call the delivery at the latest within a period of 12 months from the contract being reached. The Customer is in default of acceptance in the event of failure to call the delivery within this period.
7. Unless otherwise agreed, we are entitled to provide part-performances. The Customer is not entitled to reject part-deliveries unless this is not reasonable on grounds of the nature of the contractual relationship or the nature of the item or its application. Furthermore, excess or short deliveries up to 10 % of the ordered quantity are permitted at any time; the Customer may not object to any such excess or short delivery.

Section 6 Transfer of Risk

1. Delivery "ex works" is agreed unless otherwise stated in the contractual agreement. This also applies if the purchased item is to be sent to another address at the Customer's request. Risk is transferred to the Customer upon the purchased item being handed over to the forwarding party.
2. If requested by the Customer, we will take out transport insurance for the consignment; any costs incurred as a result thereof shall be borne by the Customer.

Section 7 Warranty for Defects

1. Customer warranty rights require that the Customer has fulfilled its inspection and complaint duties in accordance with Sections 377, 378 HGB in a due and proper manner. Sections 377, 378 HGB also apply accordingly if we are providing purely a work performance.
2. In all cases, we are to be provided first of all with the opportunity of rectification pursuant to Section 439 BGB insofar as the purchased item has a defect.



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3. In the event that we are not prepared or not able to rectify such defects or if rectification is delayed beyond reasonable time limits on grounds for which we are responsible, or if rectification is unsuccessful for any other reasons, the Customer is entitled at own discretion to withdraw from the contract or demand that the purchase price be lowered (reduction).
4. Unless otherwise agreed below, further claims by the Customer - irrespective of legal grounds - shall be excluded. We are not liable for damages that are not directly caused to the object; in particular, we are not liable for any loss of profits or other financial damages suffered by the Customer. The aforementioned exemption from liability shall not apply if the cause of damage is based upon intent or gross negligence, nor shall it apply in cases of damage to health, life or limb. Furthermore, it shall not apply insofar as we have provided a guarantee for the condition of the item or its durability. The aforementioned warranty disclaimers also shall not apply for such damage as caused by the culpable violation of substantial contractual obligations (these are obligations, without the fulfilment of which a due and proper execution of the contract would not be possible and upon the adherence to which our contracting partners may regularly depend); provided there is no intent or gross negligence and we have not provided any guarantees, our liability in this case shall be limited to the level of foreseeable damages typical to the contract.
5. Customer warranty claims for defects shall lapse after twelve months. This shall not apply insofar as longer periods are prescribed by Section 438 (1) No. 2 BGB (Buildings and Items for Buildings), Section 479 (1) BGB (Right of Recourse) and Section 634a (1) No. 2 BGB (Building Defects).

Section 8 General Liability

1. Any further liability for damages and compensation for costs in excess of the provisions of Section 6 - irrespective of the legal nature of the claim being made - shall be excluded. This regulation does not apply for claims made against us under Sections 1 and 4 of the Law on Liability for Faulty Products. The exclusion of liability also shall not apply in cases of intent, gross negligence, damage to health, life and limb, or in cases of violation of substantial contractual obligations culpable violation of substantial contractual obligations (these are obligations, without the fulfilment of which a due and proper execution of the contract would not be possible and upon the adherence to which our contracting partners may regularly depend). Claims for compensation for the violation of substantial contractual obligations, however, shall be limited to foreseeable damages typical to the contract insofar as there has been no premeditation or gross negligence and no liability has been accepted for damage to health, life or limb. The aforementioned provisions are not associated with a change in the burden of proof to the detriment of the Customer.
2. Insofar as our liability shall be excluded or limited, this shall also apply to the personal liability of our office staff, workers, employees, representatives and vicarious agents.

Section 9 Retention of Ownership

1. We retain ownership of the purchased goods until complete payment of the purchase price including any ancillary costs (freight, packaging etc.). In the event of conduct in breach of contract by the Customer, in particular in the event of default of payment, we shall be entitled to withdraw from the contract and regain possession of the purchased goods. Upon regaining possession of the goods, we shall be authorized to utilize such; the proceeds from utilization, after deduction of appropriate utilization costs, shall be offset against the Customer's debts.
2. The Customer is under obligation to treat the purchased goods with due care and attention. The Customer shall insure them adequately at own expense against fire, water and theft damages. Wherever necessary, maintenance and repair work is to be carried out by the Customer in good time at own expense.
3. The Customer shall notify us in writing without delay in the event of seizure of the goods or other interventions by third parties. Under these circumstances, the Customer is also under obligation to assist us in full in the judicial and non-judicial assertion of our rights

and, in particular, to provide us with all necessary documentation.

4. The Customer is entitled to re-sell the merchandise in the normal course of business; the Customer, however, assigns to us herewith all receivables to the extent of the invoice total amount (including VAT) resulting from the re-sale of the merchandise to own customers or third parties. This assignment shall apply irrespective of whether the merchandise is re-sold with or without having been re-processed. We accept this assignment herewith. The Customer remains authorized to collect the receivable as part of normal business transactions. This authorization ceases if the Customer fails to fulfil its payment obligations from the collected proceeds, or if the Customer is in default of payment. Furthermore, this authorization shall cease if application is made for insolvency or composition proceedings in respect of the Customer's property or if the Customer discontinues payments. Under these circumstances, we are entitled to collect the assigned receivables ourselves. The Customer is obliged to provide us with all necessary information and corresponding documentation for the collection thereof. Under these circumstances, the Customer is also under obligation to notify the debtors (third-parties) of the assignment.
5. Any processing or transformation of the merchandise by the Customer is always undertaken on our behalf. If the purchased item is processed with other materials not belonging to us, we shall acquire the joint ownership of the new resulting item in the same proportion as the value of the purchased item in relation to the value of the other processed materials at the time of processing. Other than this, the same shall apply for the items created by processing as applies to the delivered merchandise under reservation of ownership.
6. If the purchased merchandise is mixed with objects not belonging to us so that it cannot be separated from them anymore, we shall acquire the co-ownership of the new item in the same proportion as the value of the purchased item to the other mixed items at the time of mixing. If mixing takes place in such a manner that the Customer's item is to be regarded as principal item, it shall be deemed agreed that the Customer conveys to us proportionate co-ownership. The Customer safeguards on our behalf the sole or co-ownership that has been created in this way.
7. Upon request by the Customer, we shall undertake to release the securities to which we are entitled, insofar as the realizable value of our securities exceeds the secured receivable by more than 10 %; the choice of the securities to be released is at our discretion.

Section 10 Place of Performance, Applicable Law and Venue

1. Unless otherwise contractually agreed, the place of performance shall be the domicile of our company.
2. All business transactions shall be governed exclusively by the laws of the Federal Republic of Germany. Application of the CISG (Convention on the International Sale of Goods) is excluded.
3. The courts of the Federal Republic of Germany shall have international jurisdiction for any legal disputes insofar as the Customer is a merchant. The legal venue in all cases shall be the registered office of our company. Nevertheless, we have the right to take legal action against the Customer at its general place of jurisdiction. These rules of jurisdiction also apply for claims arising from bills of exchange or cheques.