



### § 1 Scope of application

- (1) Our terms and conditions of purchase apply only to businessmen and companies, legal persons under public law and special public funds governed by public law within the meaning of section 310 (1) BGB (German Civil Code).
- (2) Only our terms and conditions of purchase apply. Conditions of the supplier which conflict with or differ from our conditions will not be recognised. The invalidity of individual provisions does not affect the validity of the remaining provisions.
- (3) Our terms and conditions of purchase also apply to all future delivery agreements with the supplier even if they have not again been separately agreed upon.

### § 2 Offer and acceptance

- (1) Our orders are without engagement; the conclusion of a contract is subject our later decision.
- (2) Offers made to us are binding offers. The supplier is bound by his offer for 2 weeks. Our binding orders can only be accepted by the supplier within 2 weeks.

### § 3 Price and payment

- (1) The price shown in the order is binding. The costs of packaging and dispatch are borne by the supplier. Value-added tax is included in the price. We are entitled to refuse additional performance and costs not individually agreed to.
- (2) We shall pay the purchase price within 14 days of delivery and receipt of the invoice with 3% cash discount or within 30 days net.
- (3) The receipt of the transfer order at our bank is sufficient for the payment to be seen as punctual regarding the cash discount.
- (4) Place of payment is our place of business. All payments are made in euros. All prices agreed in euros will be paid by us notwithstanding any revaluations or devaluations of the euro vis-à-vis other currencies. An increase of a price expressed in foreign currency in the event of currency fluctuations cannot be considered.
- (5) We can only process invoices when these – in accordance with the details in our order – state the order number shown therein; the supplier is responsible for all consequences arising from non-compliance with this obligation.

### § 4 Delivery

- (1) Place of performance is our place of business, unless another destination is expressly agreed. Delivery shall be free destination. Even if a dispatch has been agreed between the parties, the risk shall only pass to us at the time the goods are consigned to us at the agreed point of destination.
- (2) The time of delivery stated in the order is binding. The supplier is required to inform us in writing without delay if circumstances occur or become recognisable to him under which the agreed delivery time cannot be met. If a fixed date for delivery has been agreed, the supplier is deemed to be in performance delay as soon as this date has passed, without the need for any further warning or notice. In the event of delay in delivery we are entitled to the legal remedies. In particular, we are entitled to require compensation for damages instead of performance after the unsuccessful expiry of an appropriate extension of time.
- (3) The supplier shall not be entitled to partial deliveries without our prior written approval.
- (4) The supplier shall not be entitled to engage third parties (e.g. subcontractors) to perform the contractual obligations without our prior written approval.
- (5) The supply of chemical substances and chemical preparations shall take place in compliance with all relevant legislation, especially with regulation 1907/2006/EG (REACH-Regulation) and regulation 1272/2008/EG (GHS-Regulation). The safety data sheet pursuant to REACH-Regulation shall be provided in German language and upon our request in other languages as well.
- (6) The supplier shall be obliged to provide a supplier's declaration and/or a certificate of origin according to the customs regulations. In case of a long-term supplier's declaration, the supplier shall be obliged to inform us immediately and without prior request about any changes in the specifications of the goods relevant in terms of the rules on preferential origin. The supplier shall be liable for any and all damage arising from the incorrect content, improper form or delayed submission of the declaration which can be attributed to the supplier.

### § 5 Ownership and reservation of ownership

- (1) In the event of payment of the delivery item before delivery, the ownership or the right in course of acquisition by the supplier in the goods purchased by us passes to us on receipt of the payment. The actual delivery of the goods is replaced by the supplier possessing the goods for us as indirect possessor or by the supplier assigning his right to recover possession from the immediate possessor.
- (2) No extended reservation of ownership is agreed between the parties.
- (3) Tools, devices and models which we make available to the supplier or which have been produced for contract purposes and charged separately, remain our property or shall pass into our property. The supplier must mark them our property, store them properly, protect the parts against any damages and use them only for contract purposes. Each contract partner agrees to bear half of the costs of maintenance and repair, unless otherwise agreed. However, if the costs arise due to defects through the supplier's parts or due to improper use by the supplier, his employees or other vicarious agents, the complete costs shall be borne entirely by the supplier. The supplier shall inform us concerning significant damages to any of these parts immediately. On demand, the supplier is obliged to pass the objects to us in proper condition if they are not needed any more for the performance of the agreements made with us.
- (4) Any processing or remodelling by the supplier is carried out on our behalf. In the event of processing or commingling we acquire joint ownership in the new corporeal thing in the proportion of the value of our property to the other processed items at the time of processing.
- (5) We reserve the right of property and copyright for all our orders as well drawings, diagrams, calculations, descriptions and other documents. Without our explicit agreement the supplier is not allowed to make available these documents to any third party. Upon our request the supplier is obliged to pass these documents to us if they are not needed any more for the performance of the agreements made with us.

### § 6 Product Liability – Indemnity – Third-party insurance cover

- (1) Insofar as a supplier is responsible for damage by a product, he is obliged to indemnify us at first request for claims for damages by third parties to the extent that the cause lies in his sphere of control and organisation and he himself is liable towards third parties. Within this framework, the supplier is also obliged to reimburse any expenses arising from or in connection with a recall action carried out by us. We shall inform the

supplier – as far as possible and reasonable – about the content and extent of the recall actions to be carried out and give him the opportunity to make comment.

- (2) The supplier undertakes to maintain product liability insurance with an insured sum of € 2.5 million - flat-rate - per injury to person/ property; if we are entitled to more far-reaching claims for compensation for damages, these remain unaffected.

### § 7 Industrial property rights

- (1) The supplier guarantees that no third party rights are infringed in connection with his delivery. If claims are made on us by a third party for the infringement of such a right, the supplier is obliged to indemnify us against such claims at first written request. In such an event we are not entitled to reach any agreements with respect to the alleged infringement, in particular to conclude a settlement, without the consent of the supplier.
- (2) The supplier's obligation to indemnify us covers all expenses which we necessarily incur from or in connection with the claims by the third party.

### § 8 Legal liability

- (1) In case of property and financial damages which are negligently caused we and our vicarious agents shall only be liable in the event of any breach of main contractual obligations, whereby our liability is limited to the typical contractual damage foreseeable upon conclusion of the contract; main contractual obligations are those the fulfillment of which is forming the nature of the contract and on which the customer can rely.
- (2) As for the rest we are liable pursuant to the statutory provisions. The same applies to compulsory liability under the German Product Liability Act.
- (3) Sub-sections 1 and 2 apply to liability in tort analogously.

### § 9 Warranties and stock-keeping of spare parts

- (1) According to the statutory provisions the supplier is in particular liable for the goods having the agreed specifications or – as far as such specifications are not agreed upon – the suitability for the intended purpose of use at the time when the risk passes to us. All product descriptions, drawings, specifications and models that are object of the respective contract (in particular through designation or reference in our order) or that are incorporated in the contract in the same way as these purchase conditions shall constitute such agreed specifications. For this, it makes no difference whether the product description originates from us, from the supplier or from the manufacturer.
- (2) We are entitled to notify the supplier of hidden and apparent defects of the delivery item within a time limit of 5 working days. The time limit begins with delivery in the case of an apparent defect, with discovery in the case of a hidden defect. By acceptance or approval of the models or samples presented to us we do not waive any warranty claims.
- (3) We are entitled to our statutory warranty claims without curtailment. If the supplier does not meet his obligation to supplementary performance – at our discretion either by remedying the defect (subsequent improvement) or by supplying an item which is free from defects (replacement) – within an appropriate time limit set by us, we can remedy the defect ourselves and demand reimbursement of the required expenditure therefore or an appropriate advance payment from the supplier. If supplementary performance by the supplier has failed or is unreasonable for us (e.g. because of particular urgency, endangerment of the operating reliability or the imminent occurrence of disproportionate damages), no time limit needs to be set. To the extent possible the the supplier must be informed of such circumstances in advance. As for the rest, we shall be entitled to reduction of the purchase price or withdrawal from the contract according to the statutory provisions.
- (4) The supplier bears the expenses necessary for the purpose of testing or correction of faults or substitute delivery, in particular transport, workmen's travel, work and materials costs (including the costs of fitting and removal). The supplier shall bear these costs, even if it appears that there was in fact no defect. The liability to pay damages shall remain unaffected in the case of unjustified demands concerning notices of defects; however, as far as this is concerned we shall only be liable if we have recognized or were grossly negligent in failing to recognize that there was no defect. The right to compensation for damages and reimbursement remains unaffected.
- (5) The limitation period amounts to 36 months from passage of risk. As far as provided by law, the limitation period amounts to five years from passage of risk when the delivery item is intended to be used for a structure and the delivery item has caused the defectiveness of a structure.
- (6) Upon delivery of our written notice of defects to the supplier the limitation of action for warranty claims shall be inhibited. In case of a replacement delivery and a remedy of defects the warranty period for replaced and repaired parts shall recommence, unless the measure has been taken by the supplier solely for goodwill reasons.
- (7) The supplier shall keep in stock spare parts for the goods that have been delivered to us for a period of at least 10 years after delivery. If the supplier intends to discontinue the production of spare parts for goods that have been delivered to us, the supplier shall notify us thereof immediately after such decision has been taken, however, at least six months prior to the discontinuation of production.

### § 10 Setoff, rights to refuse performance, assignment

- (1) The supplier expressly declares that he agrees that setoff against receivables due is possible without any limit and that we are entitled to our statutory rights to refuse performance and statutory retention rights without curtailment.
- (2) The supplier shall not be entitled to assign his claims resulting from the contractual relationship to a third party. This shall not apply with respect to monetary claims and if the transaction on which the claim based is a mutual commercial transaction.

### § 11 Choice of law, place of jurisdiction

- (1) If any provision of this contract is invalid, the validity of the remaining provisions shall not be affected by this.
- (2) This agreement shall be governed by German law. UN law relating to sale is not applicable. Place of jurisdiction is our principal place of business; we are however entitled to bring action against the supplier at his place of residence or place of business.