

# Terms & Conditions of purchase

## 1. General

Only the following **conditions of purchase** apply to our orders and transactions. Changes and additions, as well as suppliers' terms and conditions of sale, which deviate from the following conditions of purchase, are only considered to be accepted when they have been expressly confirmed by us in writing in a particular case as an adjunct to our conditions of purchase. The acceptance of deliveries and/or services or payment for them does not constitute agreement to the supplier's terms and conditions of sale. These conditions of purchase also **apply** to all future business **with the** supplier, provided this involves legal transactions of a related kind.

## 2. Ordering

2.1 Orders, contracts and delivery requests as well as changes and additions to them must be made in writing. Orders and delivery requests can also be effected by remote data transfer. Verbal agreements made before or at the time of conclusion of the contract must be in writing to be valid.

2.2 If the supplier does not accept the order within two weeks of its receipt, we shall be entitled to cancel the order. Delivery requests shall become binding, at the latest, if the supplier does not refuse them within one week of receipt.

2.3 Quality assurance information (Supplier Qualification form) is an integral part of this Agreement.

## 3. Delivery

3.1 Deviations from our contracts and orders are only permissible with our prior written agreement. Agreed deadlines and time limits are binding. Decisive for compliance with the delivery terms or the time of delivery is the receipt of the goods by us. If delivery "free works" has not been agreed upon, the supplier shall make the goods available to us in good time, allowing for the usual time period required for loading and shipping.

3.2 If the deadline agreed upon is not met due to circumstances for which the supplier is responsible, we are entitled, without prejudice to further legal provisions, at our discretion, after the expiry of a reasonable additional period, to withdraw from the contract, to obtain a replacement from a third party and/or to require damages for non-performance. We have a claim to repayment of all additional costs, which accrue to us as the result of delays in delivery or services which are the responsibility of the supplier. Acceptance of the delayed delivery or service shall not constitute a waiver of any claims for compensation.

3.3 If the supplier foresees difficulties with respect to production, the supply of precursor material, compliance with the delivery period or similar circumstances that could interfere with the supplier's ability to deliver on time with the agreed quality, the supplier must immediately notify our ordering department.

3.4 With regard to unit numbers, weights and dimensions, the values determined by us in the incoming goods inspection shall be decisive, unless other proof is available.

## 4. Acts of God

Acts of God, industrial disputes, operational interruptions not the fault of the operator, civil disturbances, official measures and other unavoidable events, where these result in a significant reduction in our requirements, entitle us to withdraw wholly or partly from the contract.

## 5. Dispatch note and invoice

The information contained in our orders and delivery requests shall apply. A single copy of the invoice is to be sent to the respective printed mailing address; it must not be enclosed with the shipments.

## 6. Pricing and Transfer of Risk

In the absence of a special agreement, prices are understood to be free works, including packaging. Value added tax is not included.

The risk is transferred as soon as the goods have been handed over to the express or courier service for shipment to us and the goods are insured to the value of the purchase price. In the case of collection by us, the risk is transferred on takeover at the collection location.

## 7. Conditions of payment

Where no other agreement has been reached, the invoice shall be paid within 14 days with a deduction of 3 % or within 30 days without deduction. The period starts from the point in time at which both the invoice and the goods have been received or the service provided. Payment shall be made reserving the right to inspect the invoice.

## 8. Warranty

8.1. Acceptance of goods is subject to examination for correctness and suitability. Examination of the delivered products takes place in the normal course of business: the supplier shall be notified of any defects identified in the course of this as soon as possible. To this extent, the supplier waives the objection to delayed notification of defects. Notification of defects give us the right to refuse payment.

8.2 Where defects in delivery or service occur, we are entitled, without prejudice to any other rights we have under the statutory regulations, at our discretion to demand free replacement delivery or remedy. In the case of the failure of subsequent performance, we have the right to withdraw from the sales contract or reduce the purchase price. The warranty period is two years unless, in individual cases, a longer period has been agreed.

8.3 If, due to faulty delivery, control measures exceeding normal goods inward control measures become necessary, the supplier shall bear the costs for this.

8.4 In urgent cases, especially to avert acute danger or to avoid excessive damage, we shall be entitled to rectify defects identified ourselves, at the supplier's expense.

8.5 With respect to a claim by the supplier, we have the unrestricted right to set-off and retention.

## 9. Product damage

Should we be held liable to recourse on the basis of product liability, the supplier shall be obliged to indemnify us against any such claims if and as far as the damage was caused by a defect in a product delivered by the supplier. In cases of liability with fault, however, this applies only when the supplier is at fault. If the cause of the damage lies within the area of responsibility of the supplier, he bears the burden of proof in this respect. In these cases, the supplier shall assume all costs and expenses, including the costs of any prosecution, and the costs of a product recall. Otherwise, the statutory provisions shall apply.

## 10. Provision of materials

Materials, parts, containers and special packaging provided by us remain our property. They may only be used for their intended purpose. The processing of materials and the assembly of parts is carried out on our behalf. It is agreed that we are co-owner of the products manufactured with our materials and parts in proportion to the value of the materials or parts provided in relation to the value of the whole product; such products shall, to this extent, be kept safe for us by the supplier.

## 11. Confidentiality

The parties to the contract are obligated to mutually treat as confidential for an unlimited period of time any information being made available by the other party and identified as confidential or which, based on other circumstances, is recognisable as a trade or business secret, and to refrain from recording, disclosing or using it. The parties to the contract will ensure that their respective employees and agents, will be bound by adequate agreements to refrain from using, disclosing or recording such trade and business secrets for an unlimited period of time. This is particularly true for Documentation of all types made available to the supplier by us, such as patterns, drawing, models, data and the like, may not, provided that they are not identifiably intended for the public, be made accessible to third parties, provided it is not required for the fulfilment of the contract. Products manufactured on the basis of documentation drafted by us such as drawings, models and the like, or based on our confidential information, or manufactured with our tools or with tools modelled on our tools, may neither be used by the supplier itself nor offered or supplied to third parties.

## 12. Place of performance

The place of performance is the place to which the goods are to be delivered in accordance with the contract.

## 13. Court of Jurisdiction, applicable law

Our choice of place of jurisdiction is the suppliers place of business or the place of performance. The agreement is subject to the law of the Federal Republic of Germany, to the exclusion of conflict of laws provisions. Application of The Hague unified sale of goods laws, the unified UN sale of goods law or other conventions relating to the law on the purchase of goods, is excluded.

## 14. Severability clause

Should one provision of our Conditions of Purchase be invalid, the efficacy of the other provisions remains unaffected. The invalid provision shall be substituted by a permissible provision which economically comes closest to the original.

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