

### § 1 General – Scope of validity

- (1) Our purchasing conditions apply exclusively; we do not recognise conditions of the supplier that run contrary to or are different from our purchasing conditions, unless we have expressly deemed them valid in writing. Our purchasing conditions also apply if we accept the delivery of the supplier unconditionally in the knowledge of conditions of the supplier that run contrary to or are different from our purchasing conditions. Our purchasing conditions also apply to all future transactions with the purchaser.
- (2) All agreements reached between us and the supplier for the purposes of fulfilling this contract must be recorded in writing within this contract.
- (3) Our general terms and conditions only apply to contractors in accordance with § 310 paragraph 1 of the German Civil Code.

### § 2 Quotation – Quotation documents

- (1) The supplier is obliged to accept our order within a period of 2 weeks.
- (2) We retain the right of ownership and copyright to illustrations, drawings, calculations and other documents; they may not be made accessible to third parties without our express written consent. They must only be used for producing goods on the basis of our purchase order; they must be returned to us unprompted once the purchase order has been processed. They must be kept secret from third parties; the provisions of § 9 paragraph (5) also apply in this respect.

### § 3 Prices – Terms of payment

- (1) The price cited in the purchase order is binding. In the absence of a written agreement to the contrary, the price includes delivery “free of charge to the buyer’s address”, including packaging. A special agreement is required for returning the packaging.
- (2) Statutory VAT is included in the price.
- (3) We can only process invoices if, as stipulated in the requirements on our purchase order, they specify the order number cited on the purchase order; the supplier shall be responsible for any consequences of a failure to comply with this obligation, unless he can prove that he was not responsible for the omission.
- (4) Unless otherwise specified in writing, we shall pay the purchase price with a 3% discount within 14 days, calculated from the date of delivery and receipt of the invoice or net within 30 days of receipt of the invoice.
- (5) We shall be entitled to exercise set-off rights and rights of retention to the extent permitted under law.

### § 4 Delivery period

- (1) The delivery period cited in the purchase order is binding.
- (2) The supplier is obliged to inform us immediately in writing if circumstances arise or become apparent to him that will make it impossible to comply with the stipulated delivery period.
- (3) We shall be entitled to enforce statutory claims in the event of a default in delivery. In particular, we shall be entitled, after a reasonable period has elapsed without delivery, to demand compensation instead of performance and withdraw from the contract. If we demand compensation, the supplier shall be entitled to prove to us that he is not responsible for the breach of duty.

### § 5 Passage of risk – Documents

- (1) Unless otherwise agreed in writing, delivery will be free of charge to the buyer’s address.
- (2) The supplier is obliged to specify our exact order number on all shipping documents and delivery notes; if he fails to do this, we shall not be held responsible for any resulting delays in processing.

### § 6 Examination for defects – Warranty for defects

- (1) We are obliged to check the goods for any quality or quantity discrepancies within a reasonable period of time; a complaint shall be deemed to have been lodged in time if it is submitted to the supplier within a period of 5 working days starting from the receipt of the goods or, in the case of hidden defects, from the time of discovery.
- (2) We shall be entitled to the full statutory claims for defects; in each case we shall be entitled to either demand that the supplier rectify the defect or deliver new goods, at our discretion. We expressly reserve the right to demand compensation, in particular to demand compensation instead of performance.
- (3) We shall be entitled to rectify the defect ourselves at the cost of the supplier if the supplier is in default.
- (4) The limitation period is 36 months, calculated from the point of passage of the risk, unless the mandatory provisions of § 478 and § 479 of the German Civil Code apply.

### § 7 Product liability – Indemnification – Third-party liability insurance protection

- (1) If the supplier is responsible for damage to a product, he shall be obliged to indemnify us from compensation claims from third parties on the first time of asking if the cause occurred in his domain and organisational sphere and he is liable to outside parties.

- (2) As part of his liability for damages under paragraph (1), the supplier shall also be obliged to reimburse any expenses in accordance with § 683 and § 670 of the German Civil Code or in accordance with § 830, § 840 and § 426 of the German Civil Code resulting from or in connection with a product recall carried out by us. We will inform the supplier, as far as is possible and reasonable, of the content and scope of product recall measures to be carried out and give him the opportunity to make a statement. This will not affect any other statutory claims.
- (3) The supplier undertakes to take out a product liability insurance policy covering a flat-rate sum of € 10 million per personal injury/material damage; if we are entitled to enforce any further claims for compensation, these shall not be affected.

### § 8 Industrial property rights

- (1) The supplier shall ensure that his delivery will not violate any rights of third parties within the Federal Republic of Germany.
- (2) If a claim is made against us on these grounds by a third party, the supplier shall be obliged to indemnify us from these claims on our first written request; we are not at liberty to reach any agreements with the third party – without the consent of the supplier – and in particular are not able to agree a settlement with them.
- (3) The indemnity obligation of the supplier relates to all expenses that necessarily devolve on us from or in connection with a claim by a third party.
- (4) The limitation period is 36 months, calculated from the point of passage of the risk.

### § 9 Reservation of ownership – Supply of materials – Tools – Secrecy

- (1) If we supply parts to the supplier, we reserve the reserve ownership of these parts. Processing or conversion by the supplier is performed on our behalf. If the goods subject to reservation of ownership are processed with other objects not belonging to us, we will acquire co-ownership of the new item to the proportion of the value of our item (purchase price plus VAT) compared to the other processed objects at the time of processing.
- (2) If the item supplied by us is inseparably combined with other objects not belonging to us, we will acquire co-ownership of the new item to the proportion of the value of item subject to reservation of ownership (purchase price plus VAT) compared to the other combined objects at the time of combining. If the purchase item is combined with other objects in such a way that the supplier's item is to be regarded as the main item, it shall be agreed that the supplier will assign us co-ownership on a pro rata basis; the supplier holds the sole ownership or co-ownership in safe custody for us.
- (3) We also reserve ownership of tools; the supplier shall also be obliged to only use the tools to manufacture the goods ordered by us. The supplier is obliged to insure the tools belonging to us against damage from fire, water and theft at their reinstatement value at his own expense. At the same time, the supplier assigns all claims to compensation arising from this insurance to us with immediate effect; we herewith accept this assignment of the claims. The supplier is obliged to carry out all necessary maintenance and inspection work on our tools and carry this work out in good time at his own expense. He shall notify us immediately of any faults; if he culpably fails to do this, this shall not affect any compensation claims.
- (4) If the security interests to which we are entitled in accordance with paragraph (1) and/or paragraph (2) exceed the purchase price of all our goods subject to reservation of ownership that have not yet been paid for by more than 10%, we shall at the request of the supplier be obliged to release the security interests at our discretion.
- (5) The supplier is obliged to keep all illustrations, drawings, calculations and other documents obtained strictly secret. They may only be disclosed to third parties with our express consent. This secrecy obligation also continues once this contract has been processed; it expires if and when manufacturing knowledge contained in the illustrations, drawings, calculations and other documents handed over is placed in the public domain.

### § 10 Place of jurisdiction – Place of fulfilment

- (1) If the supplier is a trader, our head office is the place of jurisdiction; however, we shall be entitled to also bring an action against the supplier at the court for his place of residence.
- (2) Unless otherwise specified in the purchase order, our head office is the place of fulfilment.

### § 11 Final provisions

- (1) Changes and additions to these contractual terms must be made in writing to be effective. This also applies to the requirement for the written form. The law of the Federal Republic of Germany applies to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
- (2) If individual provisions of the above terms and conditions are or become invalid, this shall not affect the validity of the contract and the remaining terms and conditions. If this is the case, the contracting parties undertake to liaise to agree which parts of the contract shall be reformulated, amended or replaced so that the new version reflects the commercial intent of the invalid provision as closely as possible. The same applies if an omission in the contract requiring an amendment becomes apparent when implementing the contract.