

**Article 1**  
**General – Scope**

- (1) Our General Conditions of Purchase shall apply exclusively; we shall not acknowledge terms and conditions of the supplier, which contradict, supplement or deviate from our General Conditions of Purchase unless we have explicitly consented to their validity in writing. This shall also apply if we accept the supplier's delivery without reservation in awareness of the supplier's terms and conditions, which contradict, supplement or deviate from our General Conditions of Purchase.
- (2) Legal declarations and notices that are issued to us by the supplier after conclusion of the Agreement (e.g., setting time limits, reminders, declarations of withdrawal) shall be in writing in order to be valid.
- (3) Our General Conditions of Purchase shall only be valid towards companies (article 14 of the Civil Code), public-law legal entities and public-law special funds.
- (4) Our General Conditions of Purchase shall also apply to future contracts for the sale and/or delivery of movable objects with the same supplier without us having to refer to them again individually.
- (5) References to the validity of statutory provisions shall only have a clarifying significance. Even without such clarification, the statutory provisions shall therefore apply provided that they have not been directly amended or explicitly excluded in these General Conditions of Purchase.

**Article 2**  
**Offer – offer documentation – surrender of documentation**

- (1) On our request, the supplier shall provide us with a binding and cost-free offer. We shall not pay any remuneration for visits or the preparation of offers and projects unless these have explicitly been confirmed in advance and in writing by our Purchasing Department.
- (2) The supplier is required to confirm our offer in writing within a time limit of two weeks or specifically by sending the goods without reservation (acceptance). A late acceptance shall be regarded as a new offer and shall require our acceptance.
- (3) We reserve the ownership rights and copyrights to illustrations, drawings, calculations and other documentation; they shall not be disclosed to third parties without our explicit, written consent. They shall be used exclusively for production on the basis of our order; after the order has been processed, they shall be returned to us voluntarily. They shall be kept confidential towards third parties, the supplemental provision of article 10, para. (4) shall apply in this regard.
- (4) For delivery items the handling of which is not generally known, assembly and operating instructions shall be voluntarily supplied with the delivery. Upon request, we shall also be provided with such documentation free of charge, which is necessary for the maintenance and repair of the delivery item.

**Article 3**  
**Prices – payment Terms**

- (1) The price stated in the order shall be binding. In the absence of a deviating written agreement, the price shall include delivery "carriage paid", including packaging. The return of the packaging shall require a specific agreement. If purchases are exceptionally concluded ex-railway station, all of the expenses and freight charges up to the submission railway station shall be borne by the supplier with us only being responsible for the actual rail carriage. Packaging shall only be paid if remuneration has been explicitly agreed. In this case, the packaging shall be credited with two thirds of the charged value for freight-free return to the dispatch railway station.
- (2) If, in an exceptional case, the prices are not agreed in advance, the Agreement shall only be concluded if we have explicitly accepted the prices that shall bindingly be specified in the order acceptance.
- (3) We can only process invoices, if these – in accordance with the specifications in our order – indicate the relevant order number; the supplier shall be responsible for all consequences of non-compliance with this obligation, provided that he does not prove that he is not responsible for this.
- (4) We will settle, unless otherwise expressly agreed, the purchase price within 21 days after receipt of the invoice less a 3% discount, or within 30 days after receipt of the invoice without any deduction, if the goods delivery has already occurred upon receipt of the invoice, otherwise the applicable date shall be the date on which we receive the goods. If the goods are delivered before the date which was specified in our order, the due date of the corresponding invoice amount shall be calculated as of the date which we specified as the delivery date (the date on which we were to receive the goods).
- (5) We shall be fully entitled to statutory set-off and retention rights.

**Article 4**  
**Delivery period**

- (1) The delivery period specified in the order shall be binding and shall be complied with. Deliveries shall not occur too early or too late.
- (2) With early performance, we shall be entitled to either return the goods to the supplier at its expense and risk or store the goods until the delivery day (receipt by us) at the supplier's expense and risk.
- (3) The supplier undertakes to immediately notify us in writing if circumstances occur or become identifiable to him from which it emerges that the agreed delivery period cannot be complied with. Furthermore, we shall be entitled to invoice all expenses and costs incurred to the supplier, which result from an early delivery.
- (4) In the case of delivery default, we shall be entitled to the statutory claims. We shall specifically be entitled to demand compensation instead of performance as well as withdrawal following the fruitless expiry of an appropriate deadline. If we demand compensation, the supplier shall have the right to also prove that he is not responsible for the breach of duty.

**Article 5**  
**Insurance – packaging**

- (1) We shall only acknowledge the costs for insurance if they have been agreed with us in advance.
- (2) The goods shall be packaged to avoid transport damage. Packaging materials shall only be used to the extent necessary for achieving this purpose. Only environmentally friendly packaging materials shall be used.

**Article 6**  
**Transfer of risk – documentation**

- (1) Delivery shall take place carriage paid unless agreed otherwise in writing.
- (2) The supplier shall undertake to specify our order number precisely on all shipping documentation and delivery notes; we shall not be responsible for delays in processing if he fails to do so.

**Article 7**  
**Inspection for defects – defect liability**

- (1) We shall inspect the goods within an adequate time limit for quality and quantity deviations; the notification of defects shall be deemed as on time if it is received by the supplier within a

time limit of 14 working days calculated from receipt of the goods or with hidden defects, from discovery.

- (2) We shall be entitled to the unreduced statutory defect claims; in any case, we shall be entitled to demand rectification of defects or delivery of a new item from the supplier, at our discretion. We explicitly reserve the right to compensation, particularly compensation instead of delivery.
- (3) At the supplier's expense, we shall be entitled to carry out the rectification of defects ourselves in case of imminent danger or particular urgency. Such particular urgency shall only exist if due to the particular urgency, it is no longer possible to notify the supplier about the defect and the imminent loss and provide him with a time limit for remedy, albeit short.
- (4) The limitation period for defect claims shall be 36 months calculated from transfer of risk.

**Article 8**  
**Product liability – exemption – third party liability insurance protection**

- (1) If the supplier is responsible for product damage pursuant to the Agreement or law, he shall undertake to exempt us from third-party compensation claims upon first request, to the extent that the cause is within his scope of control and organization and he is liable himself in terms of the external relationship.
- (2) Within the context of his liability for damage within the meaning of para. (1), the supplier shall also undertake to reimburse any expenses pursuant to articles 683, 670 of the Civil Code as well as pursuant to articles 830, 840, 426 of the Civil Code, which result from or in relation to a recall campaign carried out by us. We shall notify the supplier about the content and extent of the recall measures to be carried out – as far as possible and reasonable – and provide him with the opportunity to comment. Other statutory claims shall remain unaffected.
- (3) The supplier undertakes to maintain his product liability insurance with a cover sum of EUR 10 million per personal injury/material damage – all-in; if we should be entitled to further compensation claims, these shall remain unaffected.

**Article 9**  
**Property rights**

- (1) The supplier shall be liable to us, if he culpably (article 276, para. 1 p. 1 of the Civil Code) breaches third-party property rights within the Federal Republic of Germany with his delivery.
- (2) If a claim is made against us by a third party for this reason, the supplier shall undertake to indemnify us from these claims upon first request; we shall not be entitled to make any agreements with the third party or specifically conclude a settlement – without the supplier's consent.
- (3) The supplier's obligation to indemnify shall apply to all expenses that we are required to incur from or in relation to the claim by a third party.

**Article 10**  
**Reservation of title – provision of material – tools – non-disclosure**

- (1) If we provide items to the supplier, we shall retain the ownership of these. Processing or transformation by the supplier shall be carried out on our behalf. If the goods that are subject to our reservation of title are processed with items that do not belong to us, we shall acquire the co-ownership of the new item in the proportion of the value of our item (purchase price plus VAT) to the other items being processed at the time of processing.
- (2) If the goods that we provide are combined inseparably with items that do not belong to us, we shall acquire the co-ownership of the new item in the proportion of the value of item subject to reservation of ownership (purchase price plus VAT) to the other combined items being processed at the time of processing. If the combining occurs in a manner that the supplier's item is regarded as a main item, it shall be agreed that the supplier shall proportionally transfer the co-ownership to us; the supplier shall take custody of the sole ownership or co-ownership on our behalf.
- (3) We shall retain the ownership of tools; the supplier undertakes to exclusively use the tools for producing the goods ordered by us. The supplier undertakes to insure the tools belonging to us against fire, burglary, vandalism, mains water (incl. sprinkler systems), storm, hail and natural forces at their replacement value at his own expense and provide evidence of the insurance to us upon request. At the same time, the supplier now already hereby assigns to us all compensation claims from this insurance; we herewith accept the assignment. The supplier undertakes to carry out any necessary maintenance and inspection work on our tools as well as carrying out all maintenance and repair works in good time, at his own expense. He shall immediately notify us of any malfunctions; if he culpably fails to do so, the compensation claims shall remain unaffected.
- (4) The supplier undertakes to maintain strict confidentiality regarding all illustrations, drawings, calculations and other documentation received. They may only be disclosed to third parties with our explicit consent. The non-disclosure obligation shall also apply after processing of this Agreement; it shall lapse if and to the extent that production know-how contained in the surrendered illustrations, drawings, calculations and other documentation become public knowledge.
- (5) If the security rights to which we are entitled pursuant to para. (1) and/or para. (2) exceed the purchase price of all of our still unpaid goods subject to reservation of title by more than 10 per cent upon request by the supplier, we shall be obliged to release the security rights at our discretion.

**Article 11**  
**Assignment**

Claims against us cannot be assigned unless we consent to the assignment in writing. Assignments on the basis of an extended reservation of title shall be deemed as approved.

**Article 12**  
**Drawings**

All of the drawings and other documentation surrendered to the supplier shall only be entrusted to him for implementation of the order and shall be returned to us after completion of the order.

**Article 13**  
**Place of jurisdiction – place of performance**

- (1) If the supplier is an entrepreneur, public-law legal entity or public-law special fund or has no general place of jurisdiction in the Federal Republic of Germany, our registered office in Rottenacker shall be the place of jurisdiction; however, we shall also be entitled to file legal action against the supplier in his general place of jurisdiction.
- (2) Our registered office in Rottenacker shall be the place of performance unless stated otherwise in the order.
- (3) The law of the Federal Republic of Germany shall apply to these General Conditions of Purchase and all legal relationships between us and the supplier, subject to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- (4) The German version of these General Conditions of Business/Conditions of Sale is exclusively applicable and legally binding. The English and French translations are only for information purposes.