

General Terms and Conditions of Purchase

1.) Scope

Our general terms and conditions of purchase shall apply exclusively; we do not recognize contradictory conditions, or conditions from the supplier that differ from our conditions, unless we have expressly agreed to their validity in writing. The acceptance of goods or services provided by a supplier (in the following referred to as object of agreement) or payment thereof does not constitute any form of approval.

2.) Conclusion and Alterations of Contracts

- 2.1. Orders, transactions and delivery requests as well as modifications and amendments thereof require written form.
- 2.2. Oral agreements of any kind – including subsequent changes and supplements to these GTP – must be confirmed by us in writing in order to become effective.
- 2.3. The written form for the purposes of these terms is also met by fax letters and e-mails.
- 2.4. Cost estimates shall be binding and shall not be compensated, unless otherwise agreed upon.
- 2.5. Where the supplier does not accept the order within two weeks of receipt, we have the right to revoke the order without financial penalty.
- 2.6. Calls placed under an order or call-off schedule become binding if the Supplier does not contradict the call within a period of two business days.

3.) Deliveries

- 3.1. Deliveries deviating from the specifications agreed upon in our contracts and orders require our prior written approval.
- 3.2. Dates and deadlines agreed upon shall be binding. Compliance with the delivery date or delivery time shall be determined by the day of arrival of the goods at the place of delivery according to the terms of the order by us. If a free-of-charge delivery (DAP or DDP according to Incoterms 2010) has not been agreed upon, Supplier shall make the goods available in good time under consideration of the required times for loading and dispatch.
- 3.3. Unless otherwise proven, item numbers, weights and dimensions shall be those determined by us during the incoming goods inspection.
- 3.4. If the supplier has agreed to carry out the installation or assembly, and in the absence of any agreement stating otherwise, the supplier shall bear all necessary additional costs, such as travel costs, provision of tools, and accommodation allowances, subject to applicable regulations.
- 3.5. Partial deliveries are generally unacceptable, unless they have expressly been agreed upon by us, or if they are reasonable.
- 3.6. The applicable statutory requirements shall apply if agreed deadlines are not met. If the supplier anticipates difficulties with respect to the manufacturing, raw material procurement, adherence to the agreed delivery date or similar circumstances which may prevent him from delivering on time or in compliance with the agreed quality, the supplier shall immediately notify our ordering department.
- 3.7. We have the right to use software which is part of the scope of delivery, including the related documentation to the extent permitted by law (§§ 69a et seq. UrhG).
- 3.8. We have the right to use software, including its documentation, with the capability characteristics agreed upon and to the extent necessary for use of the product in accordance with the contract. We are also entitled to create backup copies without expressed agreement.
- 3.9. The unconditional acceptance of the delayed delivery or service does not imply a waiver of any claim for compensation to which we may be entitled due to the delay in the delivery or service; this applies until full payment owed by us for the delivery or service has been made. In case of delayed deliveries, we are furthermore entitled to deduct up to 10% of the contract sum from the corresponding invoice.

4.) Pricing and Transfer of Risk

Unless otherwise agreed upon, the prices are "Delivered At Place" (DAP Incoterms 2010) inclusive of packaging and shipment. These prices are exclusive of VAT. The supplier shall bear the risk of material damage until the goods are accepted by us or a person authorized by us at the place to which the goods are to be supplied.

5.) Invoicing

The details stated in our orders and delivery instructions shall be applicable. One copy of each invoice specifying the invoice number and other identifying information shall be sent to the printed address; the invoice must not be enclosed with the shipments.

6.) Terms of payment

- 6.1 Your claim to remuneration is due 30 days after the receipt of goods and your invoice or, at our discretion, within 14 days with a 3% discount. The date of payment shall be the day on which our bank has received the order for remittance.
- 6.2 Payments do not signify an acceptance of deliveries or services as stipulated in the contract. In case of incorrect or incomplete deliveries or service, we reserve the right to withhold a proportional part of the payment until proper fulfillment has been completed.

7.) Force Majeure

- 7.1 Force majeure, disruptions in operations beyond our control, disturbances, official measures, and other serious events will release us for the duration of the disturbance from our obligation of timely acceptance. During such events and for a two-week period thereafter, we shall be entitled to – notwithstanding our other rights – withdraw from the contract either partially or entirely, as far as these occurrences are not of inconsiderable duration and where our requirements have been considerably reduced due to the fact that the goods have to be procured elsewhere as a result thereof.
- 7.2 The regulations under 7.1 are furthermore applicable in case of labor disputes.

8.) Provision

- 8.1. Materials, parts, containers and special packing made available by us shall remain our property. They must only be used according to their intended purpose. Processing of materials and assembly of parts are carried out exclusively for us. It is understood that we are co-proprietors of the manufactured overall product in proportion to the value of the material provided by us which was used for this product; the contractor stores these products to which we are jointly entitled at no expense to us.

9.) Product Liability

- 9.1. If we are subject to product liability claims, the supplier shall be obliged to indemnify us for such claims insofar as and to the extent that the damage has been caused by a fault in the good or service delivered by them. In case of strict liability, this shall apply only if the supplier is at fault. If the cause of damage falls within the responsibility of the Contractor, the Contractor has the onus of proof.
- 9.2. In the abovementioned cases, the supplier bears all costs and expenses, including costs of any legal action.
- 9.3. Legal regulations shall be furthermore applicable.
- 9.4. Prior to a product recall which is either partially or entirely the consequence of a defect of the subject of contract delivered, we will inform the supplier, provide him with an opportunity to participate in this action and discuss with him possible ways of efficient handling of the issue, unless such information or involvement of the supplier is not possible for reasons of urgency. If the recall is due to a defect of the contract goods delivered by the supplier, the supplier shall bear all costs of the recall.

10.) Documentation and Confidentiality

- 10.1 All commercial or technical information (including features of any objects, documents or software and any other know-how or experience made available by us) as long as and as far as they are not demonstrably public knowledge, must not be disclosed to third parties, and said information shall be provided at Supplier's plant only to such persons who must use it for the purpose of the delivery to us and who are likewise bound to secrecy. Any such information shall remain our exclusive property. Without our prior written consent, such information must neither be duplicated nor used for commercial purposes other than for deliveries to us. All information provided by us (if applicable including copies or records which have been made) as well as borrowed items, must immediately and completely be destroyed or returned to us at our request. We reserve all rights to said information (including copyright and the right to register intellectual property rights such as patents, utility models, semiconductor protection, etc.) to the extent that said information was made available to us by third parties. This reservation of rights shall also be applicable in favor of said third parties.
- 10.2. Products which were manufactured according to documents prepared by us (e.g. drawings, models and the like) or based on our confidential information, or manufactured with our tools or with tools copied from our tools must neither be used by the supplier himself, nor be offered or delivered to third parties by the supplier. This shall correspondingly be applicable to print orders.

11.) Warranty Claims and Recourse

- 11.1 Acceptance of goods or services shall be subject to inspection for defects, particularly for accuracy and completeness as far and as soon as this is feasible according to proper business routines. We will immediately notify the supplier of any other defects as soon as they are discovered. The Supplier will insofar waive any right to object to late notification of defect.
- 11.2 The statutory provisions on material defects and defects of title shall apply, except as otherwise provided herein below.
- 11.3 We shall generally have the right to select the type of supplementary performance. The supplier can refuse to carry out the supplementary performance stipulated by us, if this is only possible at disproportionate costs.
- 11.4 If the supplier fails to start to rectify the defect promptly upon our request, we shall - in urgent cases, in particular to avert danger or major damage - have the right to rectify the defects ourselves at the supplier's expense or have them carried out by a third party.
- 11.5 In case of defects of title, the supplier shall indemnify us against any possible claims by third parties, unless the supplier is not at fault for said defects in title.
- 11.6 Warranty claims – except in cases of fraudulent intent – shall become time-barred after 3 years, unless the goods have been used for a building in conformity with their intended purpose and has caused the defectiveness thereof. The limitation period shall begin with the delivery of the Contractual Object (passing of risk).
- 11.7 If the supplier fulfils his obligation to supplementary performance by supplying a substitute product, a new limitation period commences at the time the substitute product is delivered, unless the supplier has expressly stated that the supplementary performance took place only due to good will, to avoid disputes, or in the interest of preserving its business relationship.
- 11.8 If we incur costs due to defective delivery of goods, particularly costs related to transportation, routing, installation, disassembly, or material, or costs for an incoming goods inspection exceeding the usual scope, these costs are to be borne by the supplier.

12.) Rights of Withdrawal and Termination

- 12.1 Irrespective of other legally applicable termination provisions, we reserve the right to withdraw from or terminate the agreement with immediate effect in the event that the supplier has stopped supplying goods or services to his customers, the supplier is experiencing a substantial deterioration of his financial situation or is anticipating to experience, and where the fulfillment of the supplier's contractual obligation towards us is at risk, or the supplier has become insolvent, over-indebted or has discontinued payments.
- 12.2 We are furthermore entitled to withdraw from or terminate the contract if the supplier requests the initiation of insolvency or similar proceedings over his assets for the purpose of settlements of debts.
- 12.3 If the supplier has already fulfilled part of his contractual obligation, we are entitled to withdraw from the entire contract only if we have non interest in the work or service which has already been completed.
- 12.4 If we withdraw from or terminate the contract for reasons mentioned in the above rights of withdrawal and termination, the supplier must compensate us for damages arising within this context unless he cannot be held liable for the reason for which the application of the rights of withdrawal and termination has occurred.
- 12.5 Statutory rights and claims shall not be limited or restricted by the provisions under this paragraph 12.

13.) Execution of Works

People performing work at the factory premises in performance of the contract must observe and adhere to the respective company regulations. Liability for accidents which these people suffer at the factory premises shall be excluded unless they were caused by an intentional or grossly negligent breach of duty by our legal representatives and/or vicarious agents.

14.) Export Control and Customs

The supplier shall be obliged to inform us in his business documentation of any export license requirements applicable to the goods under German, European, or US export control law and customs regulations as well as the export control law and customs regulations of the country of origin of the Products.

For this purpose, the supplier shall, at least in his proposals, order confirmations and invoices, provide the following information in regards to the relevant items:

- the export list number pursuant to schedule AL of the German foreign trade regulations or a comparable list item of relevant export lists;
 - ECCN (Export Control Classification Number) for US goods pursuant to the US Export Administration Regulations (EAR);
 - the trade policy place of origin of the goods and the components therefore, including technology and software;
 - whether the goods were transported through, manufactured or stored in the US or produced by using US technology;
 - the Commodity Code (HS-code) of its goods; and
 - a contact person in his organization to provide further information to us upon request.
- The supplier shall be obliged to, upon our request, inform us in writing of any further foreign trade data regarding his goods and components thereof as well as to inform us immediately in writing of any changes to the above mentioned data (prior to the delivery of any goods affected by said changes).

15.) Place of Performance

Place of performance is the location to which the contracted goods or service are delivered.

16.) General Provisions

- 16.1 If any provision of these terms and conditions or the other agreements become invalid, the remaining provisions shall remain in full force and effect. The Contracting Parties are obligated to replace the invalid provision(s) with terms as substantially similar as permissible by law and practice.
- 16.2 Place of jurisdiction for legal disputes that result directly or indirectly from contractual relationships which are based on these terms of purchase is determined by the legal jurisdiction of our physical location. We are further entitled to sue the suppliers at our discretion at the Court of his residence or its branch or at the court of the place of performance.

