

**§ 1 General - Scope of application**

- (1) These Terms and Conditions of Purchase shall apply exclusively to all our business transactions with suppliers or other contractors (hereinafter collectively referred to as "Suppliers"). We do not recognize any terms and conditions of the Supplier that conflict with or deviate from our General Terms and Conditions of Purchase unless we have previously agreed to their validity in writing. Our Terms and Conditions of Purchase shall also apply if we accept the supplier's delivery or service without objection and knowing that the supplier's terms and conditions conflict with or deviate from our Terms and Conditions of Purchase.
- (2) All stipulations made between us and the supplier for the purpose of executing this contract must be documented in writing in the contract.
- (3) Our Terms and Conditions of Purchase shall only apply to business entities pursuant to Section 310 (1) of the German Civil Code (BGB).
- (4) Our Terms and Conditions of Purchase shall also apply to all future transactions with the Supplier.

**§ 2 Order - Order documents**

- (1) An order shall only be considered to be placed once it has been issued by us in writing (including via telefax or e-mail). Orders placed orally or by telephone shall only be binding for us if we subsequently confirm them in writing in accordance with sentence 1.
- (2) The supplier is obliged to accept our order within a period of 2 weeks.
- (3) By accepting the order, the supplier acknowledges that he has informed himself about the way of execution and the scope of the service by inspecting the available documents. In the event of obvious errors, spelling mistakes or miscalculations in the documents submitted by us, etc., there shall be no liability on our part. The supplier is obliged to point out such errors to us so that our order can be corrected accordingly. This shall apply by analogy if documents are missing.
- (4) We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents; they may not be made accessible to third parties without our explicit written consent. They are to be used exclusively for production according to our order; after completion of the order, they are to be returned to us without further request. They must be kept secret from third parties; in this respect, the provision in Section 9 (5) shall apply additionally.

**§ 3 Prices - Invoices - Terms of Payment**

- (1) The price stated in the order shall be binding. Other additional costs such as customs and duties, insurance premiums and other similar costs shall be at the expense of the Supplier.
- (2) In the absence of any deviating written agreement, the price shall include delivery "delivered to the door", including packaging. As far as we have to bear the shipping costs by way of exception due to a deviating written stipulation, the supplier shall choose the shipping method specified by us, or alternatively the most cost-effective one for us. Insofar as we have to bear the packaging costs by way of exception on the basis of a deviating written agreement, the packaging costs shall be charged at their cost price, whereby the supplier shall select the type of packaging specified by us and ensure that the goods are protected from damage by the packaging.
- (3) We can only process invoices if these - in accordance with the specifications in our order - state the order number shown there; the supplier is responsible for all consequences arising from non-compliance with this obligation, unless he can prove that he is not responsible for them.
- (4) Unless otherwise agreed in writing, we shall pay the purchase price by the 15th of the month following delivery and invoicing with a 3% discount or net within 60 days of delivery and receipt of invoice.
- (5) If the performance of a work service is the subject of this contract, acceptance shall take the place of delivery.
- (6) We shall be entitled to rights of set-off and retention to the extent provided by law.

**§ 4 Delivery dates**

- (1) The delivery date specified in the order is binding.
- (2) Before expiry of the delivery date, we shall not be obliged to accept the goods. In the event of premature delivery, we shall be entitled, at our discretion, to return the goods at the supplier's expense or to store them at the supplier's expense and risk.
- (3) The supplier is obliged to inform us immediately in writing if circumstances occur or become apparent to him which indicate that the agreed delivery date cannot be met.
- (4) In the event of a delay in delivery, we shall be entitled to demand general default damages in the amount of 1% of the value of the delivery per completed calendar week without providing evidence, however not exceeding 10%. The supplier shall have the right to prove to us that no damage or significantly lower damage has been incurred as a result of the delay.
- (5) We reserve the right to assert further statutory claims, such as rescission or damages instead of the performance.

**§ 5 Transfer of risk - Documents**

- (1) Unless otherwise agreed in writing, delivery shall be made "to the door".

- (2) The risk shall pass - even in case of agreed delivery ex works or shipment at our expense - upon arrival of the delivery at our premises or at the place of delivery specified by us.
- (3) The delivery of drawing components must be accompanied by the following documents: original drawings, order specifications or components lists. Otherwise, the delivery shall be considered incomplete. In the case of multiple deliveries of the same parts, corresponding copies must be enclosed.
- (4) The supplier is obliged to state exactly our order number, our order position, the part designation, the ID number and our order number on all shipping documents and delivery bills; if he fails to do so, we shall not be responsible for any delays in processing.

**§ 6 Inspection for Defects - Warranty - Liability for Defects - Quality Assurance**

- (1) We are obliged to inspect the goods within a reasonable period of time for any deviations in quality and quantity; the notice of defect shall be considered to be in time if it is received by the supplier within a period of 5 working days, calculated from the date of receipt of the goods or, in the case of hidden defects, from the date of discovery.
- (2) The supplier guarantees that the goods to be delivered are free of defects, comply with the specifications stipulated by us, have been developed and manufactured in accordance with the latest state of the art and are usable without restriction for the contractually stipulated use and comply with the relevant statutory and official protective regulations applicable in the Federal Republic of Germany.
- (3) We shall be entitled to the statutory claims for defects in full; in any case, we shall be entitled to demand that the supplier, at our discretion, either rectify the defect or deliver a new item. We expressly reserve the right to claim damages, in particular damages instead of performance.
- (4) We shall be entitled to remedy the defect ourselves at the Supplier's expense if the risk is in default or if there is a particular urgency.
- (5) The period of limitation is 36 months, calculated from the transfer of risk.
- (6) The supplier undertakes to ensure continuous quality assurance by means of suitable tests and inspections, in particular before dispatch of the goods. He shall document these tests and controls. We are entitled to convince ourselves of the type of quality assurance on site, if necessary, also at sub-suppliers.

**§ 7 Product Liability - Indemnification - Liability Insurance Coverage**

- (1) Insofar as the supplier is responsible for product damage, he shall be obliged to indemnify us against claims for damages by third parties upon first request, insofar as the cause lies within his sphere of control and organization and he himself is liable in relation to third parties.
- (2) Within the scope of its liability for cases of damage within the meaning of para. 1, the supplier shall also be obliged to reimburse any expenses pursuant to Sections 683, 670 BGB and Sections 830, 840, 426 BGB arising from or in connection with a recall action carried out by us. We shall inform the supplier about the content and scope of the recall measures to be carried out - as far as possible and reasonable - and give him the opportunity to comment. Other statutory claims shall remain unaffected.
- (3) The supplier undertakes to maintain a product liability insurance with an insured sum of € 5 million per personal injury/property damage - general - and to submit proof thereof to us upon request. If we are entitled to further claims for damages, these shall remain unaffected.

**§ 8 Protective rights**

- (1) The supplier guarantees that no rights of third parties are infringed in connection with his delivery.
- (2) If claims are asserted against us by a third party due to an infringement of its rights pursuant to paragraph 1, the supplier shall be obliged to indemnify us against such claims upon first written request.
- (3) The supplier's indemnification obligation relates to all expenses necessarily incurred by us as a result of or in connection with the claim by a third party.
- (4) The limitation period is ten years, calculated from the conclusion of the contract.

**§ 9 Retention of Ownership - Provision - Tools – Confidentiality**

- (1) Insofar as we provide parts to the supplier, we shall retain ownership thereof. Processing or transformation by the supplier shall be carried out for us. If our goods subject to retention of ownership are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our item (purchase price plus VAT) to the other processed items at the time of processing.
- (2) If the item provided by us is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the item subject to retention of ownership (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the supplier's item is to be regarded as the main item, it shall be considered agreed that the supplier transfers co-ownership to us on a pro rata basis; the Supplier shall hold the sole ownership or the co-ownership in safe custody for us.
- (3) Insofar as the security rights to which we are entitled pursuant to paragraph 1 and/or paragraph 2 exceed the purchase price of all our

reserved goods not yet paid for by more than 10%, we shall be obliged to release the security rights at our discretion at the Supplier's request.

- (4) We retain ownership of tools; the supplier is obliged to use the tools exclusively for the manufacture of the goods ordered by us. The supplier is obliged to insure the tools belonging to us at replacement value against fire, water and theft damage at his own expense. At the same time, the supplier hereby assigns to us all claims for compensation arising from this insurance; we hereby accept the assignment. The supplier shall be obliged to carry out any necessary maintenance and inspection work on our tools as well as all maintenance and repair work at his own expense and in good time. He shall notify us immediately of any malfunctions; if he culpably fails to do so, claims for damages shall remain unaffected.
- (5) The supplier is obliged to keep all illustrations, drawings, calculations and other documents and information received strictly confidential. They may only be disclosed to third parties with our explicit consent. The obligation to maintain confidentiality shall also apply after the implementation of this contract; it shall expire if and to the extent that the manufacturing knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known.

#### **§ 10 Assignment**

- (1) Rights and obligations arising from this contractual relationship may only be transferred to third parties with our consent.

#### **§ 11 Applicable Law - Place of Jurisdiction - Place of Performance**

- (1) This contractual relationship shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG), even if the Supplier has its registered office abroad or the delivery is made from abroad.
- (2) The place of jurisdiction shall be our place of business if the supplier is a merchant; however, we shall also be entitled to sue the supplier at the court of his place of business.
- (3) Unless otherwise stated in the order, the place of performance shall be our registered office.